

A COMPLEAT

Body of Conveyancing,

IN

THEORY

AND

PRACTICE.

In THREE VOLUMES.

VOLUME I. Contains the *Theory*; wherein the various Ways and Methods of Acquiring, Forfeiting, Conveying, Limiting and Settling all Kinds of Estates, as well Real as Personal; and also the Nature, different Forms, Parts, Operations and Effects of all Kinds of Deeds and Common Assurances, Fines and Recoveries, are fully treated of.

VOLUMES II. III. Contain the *Practice*; Or PRECEDENTS of Feoffments, Grants, Bargains and Sale, Leases, Releases, Declarations and Limitations of Uses and Trusts, Marriage Settlements, and Private Acts of Parliament, (made for Settling the most considerable Estates in *Great Britain and Ireland*;) Mortgages, Leases, Assignments, Deeds of Charter-party and Co-partnership, Bills, Bonds, Releases, Letters of Attorney, &c. Deeds for securing Annuities, &c. and of *Bank, East India, South-Sea* Stocks, and other publick Funds; and in general all Deeds and Instruments any Ways requisite in Mercantile, Maritime and Plantation Affairs. With *Observations and Opinions* of the most EMINENT CONVEYANCERS. Selected from many Thousand Manuscript Precedents.

The Whole digested in a Method intirely new, avoiding all Repetitions, and containing a greater Variety of Useful PRECEDENTS than all other Books upon the same Subject now extant.

BY EDWARD WOOD, Gent. deceased.

The *Third Edition*, greatly improved in the THEORY by the Addition of References to the latest Books of Authority; and in the PRACTICAL PART, by the Favour of a large Number of Original Manuscript Precedents.

BY ABLE HANDS.

VOLUME III.

L O N D O N:

Printed by his Majesty's Law-Printers.

For J. WORRELL and Co. L. HAWES and Co. J. BEECROFT, W. STRAHAN, J. RIVINGTON, R. BALDWIN, P. URIEL, W. JOHNSTON, T. CASLON, S. CROWDER, T. LONGMAN, Z. STUART, W. FLEXNEY, ROBINSON and ROBERTS, T. LOWNDES, J. KNOX, R. WITHEY, G. PEARCE.

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C O N T E N T S

O F T H E

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WILL. I.	STEPHEN	JOHN.	EDW. I.	EDW. III.	HEN. VI.	HEN. VII.	ELIZ.	CHA. I.	ANNE.												
began his	2 Dec.	1206	7	1281	9	1356	30	1425	3	1495	10	1563	5	1637	12	8 March,					
Reign, 14	1135.	—07	8	—82	10	—57	31	—26	4	—96	11	—64	6	—38	13	1701.					
Oct. 1066.	1136	1	—08	9	—83	11	—58	32	—27	5	—97	12	—65	7	—39	14	1702				
	—37	2	—09	10	—84	12	—59	33	—28	6	—98	13	—66	8	—40	15	—03				
A. D.	—38	3	—10	11	—85	13	—60	34	—29	7	—99	14	—67	9	—41	16	—04				
1067	1	—39	4	—11	12	—86	14	—61	35	—30	8	1500	15	—68	10	—42	17	—05			
—68	2	—40	5	—12	13	—87	15	—62	36	—31	9	—01	16	—69	11	—43	18	—06			
—69	3	—41	6	—13	14	—88	16	—63	37	—32	10	—02	17	—70	12	—44	19	—07			
—70	4	—42	7	—14	15	—89	17	—64	38	—33	11	—03	18	—71	13	—45	20	—08			
—71	5	—43	8	—15	16	—90	18	—65	39	—34	12	—04	19	—72	14	—46	21	—09			
—72	6	—44	9	—16	17	—91	19	—66	40	—35	13	—05	20	—73	15	—47	22	—10			
—73	7	—45	10	HEN. III.	—92	20	—67	41	—36	14	—06	21	—74	16	—48	23	—11	10			
—74	8	—46	11	19 Oct.	—93	21	—68	42	—37	15	—07	22	—75	17	CHA. II.	—12	11				
—75	9	—47	12	1216.	—94	22	—69	43	—38	16	—08	23	—76	18	30 Jan.	—13	12				
—76	10	—48	13	1217	1	—95	23	—70	44	—39	17	—09	24	—77	19	1648.	—14				
—77	11	—49	14	—18	2	—96	24	—71	45	—40	18	H. VIII.	—78	20	1649	1	1714.				
—78	12	—50	15	—19	3	—97	25	—72	46	—41	19	22 April,	—79	21	—50	2	1715				
—79	13	—51	16	—20	4	—98	26	—73	47	—42	20	1509.	—80	22	—51	3	—16				
—80	14	—52	17	—21	5	—99	27	—74	48	—43	21	1510	1	—81	23	—52	4	—17			
—81	15	—53	18	—22	6	1300	28	—75	49	—44	22	—11	2	—82	24	—53	5	—18			
—82	16	—54	19	—23	7	—01	29	—76	50	—45	23	—12	3	—83	25	—54	6	—19			
—83	17	HEN. II.	—24	8	—02	30	—77	—46	24	—13	24	—13	4	—84	26	—55	7	—20			
—84	18	25 Oct.	—25	9	—03	31	RICH. II.	—47	25	—14	5	—85	27	—56	8	—57	9	—21			
—85	19	1154.	—26	10	—04	32	21 June,	—48	26	—15	6	—86	28	—58	10	—59	11	—22			
—86	20	1155	1	—27	11	—05	33	1377.	—49	27	—16	7	—87	29	—60	12	—23	12			
—87		—56	2	—28	12	—06	34	1378	1	—50	28	—17	8	—88	30	—61	13	—24			
WILL. II.	—57	3	—29	13	—07	—79	2	—51	29	—18	9	—89	31	—62	14	—63	15	—25			
9 Sept.	—58	4	—30	14	EDW. II.	—80	3	—52	30	—19	10	—90	32	—64	16	—65	17	—26			
1087.	—59	5	—31	15	7 July,	—81	4	—53	31	—20	11	—91	33	—66	18	—67	19	—27			
1088	1	—60	6	—32	16	1307.	—82	5	—54	32	—21	12	—92	34	—68	20	—69	20			
—89	2	—61	7	—33	17	1308	1	—83	6	—55	33	—22	13	—93	35	—70	21	—71			
—90	3	—62	8	—34	18	—09	2	—84	7	—56	34	—23	14	—94	36	—71	22	—72			
—91	4	—63	9	—35	19	—10	3	—85	8	—57	35	—24	15	—95	37	—72	23	—73			
—92	5	—64	10	—36	20	—11	4	—86	9	—58	36	—25	16	—96	38	—73	24	—74			
—93	6	—65	11	—37	21	—12	5	—87	10	—59	37	—26	17	—97	39	—74	25	—75			
—94	7	—66	12	—38	22	—13	6	—88	11	—60	38	—27	18	—98	40	—75	26	—76			
—95	8	—67	13	—39	23	—14	7	—89	12	EDW. IV.	—28	19	—99	41	—76	27	—77	27			
—96	9	—68	14	—40	24	—15	8	—90	13	4 March,	—29	20	1600	42	—77	28	—78	28			
—97	10	—69	15	—41	25	—16	9	—91	14	1460.	—30	21	—01	43	—78	29	—79	29			
—98	11	—70	16	—42	26	—17	10	—92	15	1461	1	—31	22	—02	44	—79	30	—80			
—99	12	—71	17	—43	27	—18	11	—93	16	—62	2	—32	23	JAMES I.	—73	25	—81	31			
1100	—72	18	—44	28	—19	12	—94	17	—63	3	—33	24	—34	25	24 March,	—74	26	—82	32		
HEN. I.	—73	19	—45	29	—20	13	—95	18	—64	4	—34	25	—35	26	1602.	—75	27	—83	33		
1 Aug.	—74	20	—46	30	—21	14	—96	19	—65	5	—35	26	—36	27	1603	—76	28	—84	34		
1100	—75	21	—47	31	—22	15	—97	20	—66	6	—36	27	—37	28	—04	2	—77	35	—85		
1101	1	—76	22	—48	32	—23	16	—98	21	—67	7	—37	28	—05	3	—78	36	—86	36		
—02	2	—77	23	—49	33	—24	17	—99	22	—68	8	—38	29	—06	4	—79	37	—87	37		
—03	3	—78	24	—50	34	—25	18	HEN. IV.	—69	9	—39	30	—07	5	—80	38	—88	38	—88		
—04	4	—79	25	—51	35	—26	19	29 Sept.	—70	10	—40	31	—08	6	—81	39	—89	39	—89		
—05	5	—80	26	—52	36	—27	20	—71	11	—41	32	—09	7	—82	40	—90	40	—90	40		
—06	6	—81	27	—53	37	—28	21	—72	12	—42	33	—10	8	—83	41	—91	41	—91	41		
—07	7	—82	28	—54	38	—29	22	—73	13	—43	34	—11	9	—84	42	—92	42	—92	42		
—08	8	—83	29	—55	39	—30	23	—74	14	—44	35	—12	10	—85	43	—93	43	—93	43		
—09	9	—84	30	—56	40	—31	24	—75	15	—45	36	—13	11	—86	44	—94	44	—94	44		
—10	10	—85	31	—57	41	—32	25	—76	16	—46	37	—14	12	—87	45	—95	45	—95	45		
—11	11	—86	32	—58	42	—33	26	—77	17	—47	38	—15	13	—88	46	—96	46	—96	46		
—12	12	—87	33	—59	43	—34	27	—78	18	—48	39	—16	14	—89	47	—97	47	—97	47		
—13	13	—88	34	—60	44	—35	28	—79	19	—49	40	—17	15	—90	48	—98	48	—98	48		
—14	14	—89	35	—61	45	—36	29	—80	20	—50	41	—18	16	—91	49	—99	49	—99	49		
—15	15	RIC. I.	—62	46	—37	30	—81	21	—51	42	—51	42	—19	17	—92	50	—100	50	—100	50	
—16	16	6 July,	—63	47	—38	31	—82	22	—52	43	—52	43	—20	18	—93	51	—101	51	—101	51	
—17	17	1189.	—64	48	—39	32	—83	23	—53	44	—53	44	—21	19	—94	52	—102	52	—102	52	
—18	18	1190	1	—65	49	—40	33	—84	24	—54	45	—54	45	—22	20	—95	53	—103	53	—103	53
—19	19	—91	2	—66	50	—41	34	—85	25	—55	46	—55	46	—23	21	—96	54	—104	54	—104	54
—20	20	—92	3	—67	51	—42	35	—86	26	—56	47	—56	47	—24	22	—97	55	—105	55	—105	55
—21	21	—93	4	—68	52	—43	36	—87	27	—57	48	—57	48	—25	23	—98	56	—106	56	—106	56
—22	22	—94	5	—69	53	—44	37	—88	28	—58	49	—58	49	—26	24	—99	57	—107	57	—107	57
—23	23	—95	6	—70	54	—45	38	—89	29	—59	50	—59	50	—27	25	—100	58	—108	58	—108	58
—24	24	—96	7	—71	55	—46	39	—90	30	—60	51	—60	51	—28	26	—101	59	—109	59	—109	59
—25	25	—97	8	—72	56	—47	40	—91	31	—61	52	—61	52	—29	27	—102	60	—110	60	—110	60
—26	26	—98	9	—73	57	—48	41	—92	32	—62	53	—62	53	—30	28	—103	61	—111	61	—111	61
—27	27	—99	10	—74	58	—49	42	—93	33	—63	54	—63	54	—31	29	—104	62	—112	62	—112	62
—28	28	JOHN.	—75	59	—50	43	—94	34	—64	55	—64	55	—32	30	—105	63	—113	63	—113	63	
—29	29	6 April,	—76	60	—51	44	—95	35	—65	56	—65	56	—33	31	—106	64	—114	64	—114	64	
—30	30	1199.	—77	61	—52	45	—96	36	—66	57	—66	57	—34	32	—107	65	—115	65	—115	65	
—31	31	1200	1	—78	62	—53	46	—97	37	—67	58	—67	58	—35	33	—108	66	—116	66	—116	66
—32	32	—01	2	—79	63	—54	47	—98	38	—68	59	—68	59	—36	34	—109	67	—117	67	—117	67
—33	33	—02	3	—80	64	—55	48	—99	39	—69	60	—69	60	—37	35	—110	68	—118	68	—118	68
—34	34	—03	4	—81	65	—56	49	—100	40	—70	61	—70	61	—38	36	—111	69	—119	69	—119	69

The Practice of Conveyancing.

Certificates and Testimonials.

A Certificate by the Mayor of a Corporation of the due execution of a Deed.

City of C. **I** A. B. Mayor of the City of C. aforesaid, Do hereby certify whom it may concern, That C. D. of — in the County of — did on the Day of the Date hereof sign, seal, and as his voluntary Act and Deed deliver unto E. F. of — aforesaid — one Deed indented, bearing even Date with these Presents made or expressed to be made between the said C. D. of the one Part, and the said E. F. of the other Part; and that he did execute the same in my Presence, and in the Presence of the Witnesses, whose Names are indorsed on the Back of the said Indenture, and which said Indenture is annexed to this present Certificate. In Testimony of the Truth hereof, I the said A. B. have hereunto put my Hand, and affixed the Seal of the said City and Corporation, this — Day of, &c.

A. B. Mayor.

A Testimonial of the Payment of a Sum of Money according to a Proviso of Revocation.

To all to whom this present Writing shall come, and especially to R. S. of, &c. E. S. H. J. and A. B. and J. Q. of, &c. as also to T. S. Son and Heir apparent to H. lately deceased, We W. S. of, &c. and S. S. have published, testified and witnessed, and by these Presents Do, &c. by this our Writing under our Hands and Seals, That we and each of us were present within the Parish Church of O in the County of L. on the, &c. when E. S. of &c. did tender and pay unto H. S. of, &c. the full Sum of, &c. at or upon the Font Stone standing within the said Parish Church of O. to the Intent and Purpose to reduce and revert the Inheritance of certain Lands and Tenements unto him and his Heirs, according to a Proviso contained and specified in one Pair of Indentures bearing Date, &c. In Witness of which Payment and Receipt we have hereunto subscribed and set our Hands and Seals the — Day of, &c.

A Certificate by the Parson, Churchwardens, &c. of a Person's being alive.

We the Rector, Churchwardens and Parish Clerk of the Parish of — in the County of — Do certify, That A. B. Son of B. B. of, &c. and C. his Wife, is now living at — on the Day of the Date of these Presents. Witness, our Hands the — Day of, &c.

A. B. Rector.

C. D. }
E. F. } Churchwardens;

G. H. Parish-Clerk.

Charterparties.

To carry Goods to a Port abroad, and return with other Goods, (with Convoy.)

Grant of
Freight.

The Master
covenants to
fit out the
Ship, and
take in the
Merchants
Goods.
Time of Sail-
ing, and on
arriving a-
board in Port,
of unloading
and taking in
Goods there.

When to de-
part and re-
turn, and dis-
charge home-
ward Load-
ing.

The Mer-
chant's cove-
nant to un-
load the
Goods at the
Foreign Port,
and load her
with other
Goods,
and to pay
Freight.

Primage,
Average, and
two Thirds of
Port Charges.

THIS Charterparty of Affreightment indented, made, &c. **Between** A. of, &c. Mariner, Master of the good Ship or Vessel called the D. Burthen about — Tuns, now at Anchor, &c. of the one Part, and B. (C.) of, &c. of the other Part, **Witnesseth**, that the said Master **Doth** hereby grant and to Freight let unto the said Merchant (s) (*severally one full Half-Part of the said Ship's Tunnage*) (the said Ship or Vessel, and the said Merchant (s) hath accordingly hired the same) for the Voyage hereunder mentioned; **And** (therefore the said Master) doth hereby for himself, his Executors and Administrators, covenant and agree to and with the said Merchant (s), (*their*) his Executors and Assigns, (*jointly and severally*) **That** the said Ship shall be made ready, and fitted and provided in all Respects fitting for such a Ship and Voyage; and shall receive and take aboard her all such Goods as the said Merchant (s) shall load aboard her outwards (*with Respect to the several Parts of her Tunnage to them letten*) [And in Time of War say, And with the first Opportunity of Convoy after the Date hereof] shall sail directly unto Z. and within — Days after her Arrival there, or sooner, [if the Convoy that goes thither shall not stay there so long] shall unload and deliver all her said outward Loading unto the Factors of the said Merchant (s) (*respectively*): **And** there also receive, and load and take aboard her all such — (*mentioning the Kinds of Goods*) as his (*their*) Factor (s) (*respectively*) shall load or tender to be laden aboard the said Ship (*for the full Loading their several Half-Parts of her Tunnage to them letten*) as much as can be stowed and carried in her, over and above her Victuals, Tackle and Apparel: **And** being so laden and dispatched, she shall depart thence [with the first Convoy] for England, and return and come directly into the River of T. as near the City of L. as she can conveniently; and within — Days after her Arrival there, shall make a right Discharge and Delivery of all her said homeward Loading, unto the said Merchant (s), his (*their*) Executors or Assigns respectively, and end and finish her said intended Voyage, *Wind and Weather*, the Dangers of the Seas, and the Restraint of Princes and Rulers, always excepted: **And** (*each of them*) the said Merchant (s) for himself his Executors and Administrators, (*severally and respectively, and not jointly, nor one for the other, nor for the other's Act*) doth hereby covenant and agree with the said Master, his Executors and Assigns, that he (*each of them*) the Merchants, his Executors, Factors or Assigns, will unload his outward Goods, and fully load the said Ship at A. (*his said Half-part of the said Ship's Tunnage to him letten at A.*) with — as much as she can stow and carry in her, above her Victuals, Tackle and Apparel, and receive and discharge the same from aboard her at L. within the respective Times before limited; and will also truly pay or cause to be paid unto the said Master, his Executors or Assigns, Freight for every Tun of — (*for each of their Half-Parts or Shares of the said Ship's Tunnage to them letten as aforesaid*) which shall be laden on Board the said Ship at A. and delivered to the said Merchant (s), his (*their*) Executors or Assigns (*respectively*) at L. as aforesaid, at and after the Rate of — l. Sterling per Tun for every Tun of — and proportionably for a lesser Quantity than a Tun, accounting 20 C. Weight neat thereof to a Tun; one Half-Part thereof within — Days after a right Discharge and Delivery thereof as aforesaid, and the other Half-Part within — Months next after such Discharge with — per Tun for Primage; and will also pay Average, as accustomed, together with two third Parts of all Port-Charges to grow due during the said Voyage; and the other third Part thereof is to be paid by the said Master: **And** it is agreed, that what Goods the said Merchants load outwards are to be carried Freight free. (*Penalties in double the Value of the Freight*). **In Witness**, &c.

When the Cargo consists of Liquids, these Words may be used as to Leakage.

— **And** it is declared and agreed between the said Parties, that the said Master, his Executors, Administrators or Assigns, shall not be chargeable or answerable with or for any Leakage of the said — (*the Lading*), other than such Leakage as shall happen by the said Master or Ship's Company's *staving* or breaking any of the said Barrels, or his or their Neglect or Default in stowing the same on Board the said Ship.

Covenant that the Master shall not take a particular Sort of Goods on Board for any other Persons than the Merchant mentioned in the Charterparty, but may take in other Goods.

AND the said Master for himself, his, &c. doth covenant, &c. that he the said Master, or any of the Ship's Company, shall nor, nor will receive, load or take on Board, or

suffer

suffer to be loaden on Board the said Ship, during the said Voyage, any Tobacco upon Freight, or for Merchandize, on his or their own Account, or on Account of any other Person or Persons, but what shall be loaden by the said Merchant as aforesaid. But it is agreed that the said Master may take in Bale-Goods, so as not to prejudice the Loading of the said Tobacco, nor to hinder, delay or stop the said Ship in proceeding on her said intended Voyage.

Collateral and Counter Securities.

A Demise for 99 Years, if Grantor so long live, as a Collateral Security for 150 l. and Interest upon a Bond, &c.

THIS Indenture, &c. Between E. H. of, &c. of the one Part, and T. S. of, &c. of the other Part. **W**hereas by Indentures of Lease and Release, bearing Date on Recital of or about the—Day of—and made, or mentioned to be made, between B. A. and E. A. Conveyance (by such other Additions, &c.) of the one Part, and A. P. of, &c. of the other Part, for the to A. P. Considerations herein mentioned; All those, &c. were by them the said B. A. and E. A. absolutely granted, released and conveyed, unto and to the Use of the said A. P. her Heirs and Assigns for ever, as in and by the said recited Indentures of Lease and Release, relation being thereunto respectively had, may and will more fully appear: **A**nd **W**hereas the said A. P. Her Will. is lately dead, having first made and duly executed her last will and Testament in Writing, bearing Date, &c. and thereby, after giving, &c. she the Testatrix gave and devised to her Son-in-Law E. H. being the said E. H. party hereto, and to her Daughter E. H. his Wife, all her Freehold Lands, &c. To hold to them the said E. H. and E. his Wife for the Term of both their Lives; *Subject, &c.* and of her said Will appointed the said E. H. sole Executor thereof, as by the said Will by him duly proved in the Prerogative Court of Canterbury may appear; **B**y Virtue of which Will he the said E. H. is now in Possession of and intituled to E. H. in Possession. an Estate for his Life in the said, &c. so thereby devised as aforesaid: **A**nd **W**hereas the said T. S. on the Day of the Date hereof, hath actually lent and paid unto the said E. H. the T. S. has lent Sum of 150 l. of, &c. and for securing Repayment thereof with Interest, he the said E. H. him 150 l. by his Bond or Obligation bearing even Date with and executed immediately before these Bond. Presents, is and stands bound unto the said T. S. in the penal Sum of 300 l. with Condition thereunder written for Payment unto the said T. S. his Heirs, Executors, Administrators and Assigns, of the said Sum of 150 l. together with lawful Interest for the same on, &c. as by, &c. **A**nd previous to the Lending of the said 150 l. he the said E. H. as a collateral or further Security for Payment of the same and the Interest thereof, agreed to demise the said, &c. for and during his natural Life, unto the said T. S. in such Manner and subject as herein after mentioned: **N**ow this Indenture witnesseth, that the said E. H. in Pursuance of his said Considera- recited Agreement, and in Consideration of the said Sum of 150 l. so lent and paid to him tion. by the said T. S. as aforesaid, and also in Consideration of the further Sum of 5 s. to him now paid by the said T. S. the Receipt of which several Sums of 150 l. and 5 s. is by him the said E. H. hereby acknowledged, **H**ath demised, granted, bargained and sold, and by these Presents **D**oth demise, &c. unto the said T. S. his Executors, Administrators and Assigns, all those the herein before mentioned, &c. situate, &c. with their respective Appurtenances, and as the same are now in the Occupation, &c. **A**nd all the Estate, &c. together with all Benefit and Advantage whatsoever to arise or be had or made by Virtue of any Instrument or Policy, &c. during the Continuance of the Security hereby made; **T**o have and to hold Habendum. the said, &c. herein before mentioned and intended to be hereby demised unto the said T. S. his Executors, Administrators and Assigns, from the Day next before the Day of the Date of these Presents, for and during the full Term of 99 Years, if he the said E. H. shall so long live, without Impeachment of Waste, and fully to be compleat and ended; **R**esiding and Reddendum. paying therefore yearly and every Year, during the Continuance of the said Term, the Rent of one Pepper-Corn only, if the same shall be lawfully demanded. **P**rovided always, Proviso. and these Presents are upon this Condition, and it is hereby agreed and declared by and between the said Parties to these Presents, that if the said E. H. his Heirs, Executors or Administrators, shall and will well and truly pay or cause to be paid unto the said T. S. his Executors, Administrators or Assigns the said Sum of 150 l. of, &c. together with lawful Interest for the same, on, &c. in Discharge of the Condition of the said recited Bond, and that without making any Deduction or Abatement whatsoever for Taxes, or otherwise howsoever; then and from thenceforth the Demise hereby made of the said, &c. and every Covenant, Clause and Thing herein contained, shall be absolutely void and of no Effect; and that then he the said T. S. his Executors, Administrators or Assigns, shall and will deliver up to the said E. H. his

his Executors or Administrators, the said Bond to be cancelled; any Thing herein contained to the contrary thereof in any wise notwithstanding: **And** the said *E. H.* for himself, his Heirs, Executors and Administrators, doth covenant, promise and agree, to and with the said *T. S.* his Executors, Administrators and Assigns, by these Presents, in Manner and Form following, that is to say, That he the said *E. H.* his Heirs, Executors, Administrators or Assigns, or some or one of them, shall and will well and truly pay or cause to be paid unto the said *T. S.* his Executors, Administrators or Assigns, the said Sum of 150*l.* and the Interest thereof, in Discharge of the Condition of the said Bond, according to the true Intent and Meaning thereof, and of these Presents: **And** that he the said *E. H.* hath not at any Time or Times heretofore made, done or committed any Act, Matter, Deed or Thing, whereby or by means whereof the said hereby demised, &c. or any other Part thereof, are, is or shall or may be any way impeached, charged or incumbered in Title, Charge, Estate, or otherwise howsoever: **And** that he the said *E. H.* now hath in himself good Right, full Power, and lawful and absolute Authority, to grant and demise the said, &c. unto the said *T. S.* his Executors, Administrators and Assigns, for the said Term of 99 Years, determinable nevertheless in Manner as aforesaid, according to the true Intent and Meaning of these Presents. **And further**, that in Case Default shall be made in Payment of the said Sum of 150*l.* and the Interest thereof, or any Part thereof, contrary to the true Intent of the Condition of the said Bond, and of these Presents, it shall and may be lawful to and for the said *T. S.* his, &c. to enter upon and from thenceforth peaceably and quietly to have, hold, possess and enjoy, and to receive and take the Rents, Issues and Profits of all and singular the said hereby demised, &c. to and for his and their own Use and Benefit, for and during all the Rest and Residue of the said Term of 99 Years which shall be then to come and unexpired, (nevertheless determinable in Manner as aforesaid) without any Let, Suit, Trouble, Hindrance, Denial, Molestation, Disturbance, Eviction or Ejection, of or by him the said *E. H.* or his Assigns, or of or by any other Person or Persons whomsoever; and that free and clear, and freely and clearly acquitted, exonerated and discharged, or otherwise well and sufficiently saved, kept harmless and indemnified by him the said *E. H.* of, from and against all and all Manner of former and other Gifts, Grants, Bargains, Sales, Mortgages or other Incumbrances, whatsoever: **And moreover**, that in Case Default shall be made in Payment of the said Sum of 150*l.* and the Interest thereof, or of any Part thereof, contrary to the true Intent and Meaning of the Condition of the said Bond and of these Presents, then and in such Case the said *E. H.* and all and every other Person and Persons whosoever claiming or to claim any Estate, Right, Title or Interest of, in or to the said hereby demised, &c. or any Part thereof, shall and will at any Time then after during his natural Life, upon the reasonable Request of the said *T. S.* his Executors, Administrators or Assigns, but at the Costs and Charges of the said *E. H.* make, do, perform, execute and suffer, all and every such further and other lawful and Reasonable Act and Acts, Thing and Things, Conveyances and Assurances in the Law whatsoever, for the further, better and more absolute assigning and assuring, the said hereby demised, &c. unto the said *T. S.* his Executors, Administrators and Assigns for and during all the then Residue of the said Term of 99 Years, nevertheless determinable in Manner as aforesaid, freed and absolutely discharged of the aforesaid Proviso, as by the said *T. S.* his Executors, Administrators and Assigns, or his or their Counsel learned in the Law shall in that Behalf be reasonably devised, advised or required. **And lastly**, it is hereby agreed and declared by and between the said Parties to these Presents, that until Default shall be made in Payment of the said Sum of 150*l.* and the Interest thereof, or of some Part thereof, contrary to the true Intent of the Condition of the said Bond and of these Presents, it shall and may be lawful to and for the said *E. H.* and his Assigns, to have, hold, possess and enjoy the said hereby demised, &c. with their Appurtenances, and to receive and take the Rents, Issues and Profits thereof, to and for his and their own Use and Benefit, without any Let, Suit, Trouble, Interruption or Disturbance whatsoever, of or by the said *T. S.* his Executors, Administrators or Assigns, and without any Account to be to him or them rendered or given for the same. **In Witness, &c.**

Part of a Demise for 99 Years (if a Man and Wife so long live) of a Messuage, settled, &c. as a Collateral Security on a Bond.

THIS Indenture, &c. Between *A.* and *B.* his Wife, of the on Part, and *D.* (*Obligee*) of the other Part, (*Recite the Settlement short, or else, that A. and B. are seised of an Estate for their Lives, &c.*) **And whereas** the said *A.* having Occasion to borrow the Sum of 100*l.* he the said *D.* at the Request of the said *A.* hath actually advanced, lent and paid him the same; and for Repayment thereof he the said *H.* by his Bond or Obligation bearing even Date with and executed immediately before these Presents, is and stands bound unto

unto the said D. in the penal Sum of 200*l.* with Condition thereunder written for Payment of the said Sum of 100*l.* and Interest unto the said D. his Executors, &c. on the — Day of — now next ensuing, as by the said Bond, &c. **And Whereas**, previous to the Lending the said Sum of 100*l.* they the said A. and B. his Wife proposed and agreed to demise unto the said D. the above recited Messuage or Tenement during their respective Lives, as a collateral Security for Payment of the said Sum of 100*l.* and Interest, in such Manner as herein after is in that Behalf mentioned: **Now this Indenture witnesseth**, that in Pursuance of the said recited Agreement, and in Consideration of the said Sum of 100*l.* so lent and paid to the said A. as aforesaid, the Receipt whereof is by them the said A. and B. his Wife hereby respectively acknowledged, and for and in Consideration of the Sum of 5*s.* of, &c. to them the said A. and B. his Wife now paid by the said D. the Receipt whereof is by them hereby also acknowledged, **They** the said A. and B. **Have** demised, granted, bargained, sold assigned and surrendered, and by, &c. unto the said D. **All** that, &c. (*no Reversion*); and all the Estate, &c. Possession, yearly Rents, Property, &c. *Habendum* to D. his Executors, &c. from Day before Date for 99 Years, if A. and B. or either of them, so long live, *At and under the yearly Rent of a Pepper-Corn*; and that in as full, large, &c. **Subject nevertheless** to the Proviso herein after mentioned for making void these Presents; **Wielding**, &c. (*a Pepper-Corn Rent, &c.*) (*Proviso to be void on Payment of said 100*l.* and Interest, according to Condition, and in discharge of said Bond. Covenants from A. that he and B. his Wife will pay to said D. the said 100*l.* and Interest; and for D.'s quiet Enjoyment in case of Default, and for further Assurance during their Lives, in Case of Default, with the Agreement, that Grantors shall quietly enjoy until Breach, &c.*) **In Witness**, &c.

Collateral Security by Demise for securing the Interest Money lent on a Mortgage, the mortgaged Premises being incumbered with Rents-Charge.

THIS Indenture, &c. **Between** the Right Honourable J. Earl of L. of the one Part, and B. H. and H. H. of L. Esq; of the other Part. **Whereas** by Indenture of Recital of Demise (by way of Mortgage) bearing date the Day next but one before the Day of the Date of these Presents, and made between the said J. Earl of L. of the one Part, and the said B. H. and H. H. of the other Part, for and in Consideration of the Sum of 6000*l.* to the said Earl in Hand lent and paid by the said B. H. and H. H. He the said J. Earl of L. *Did* demise and grant unto the said B. H. and H. H. their Executors, &c. (*a*) **All**, these several Pieces of Parcels therein particularly described, (being Part and Parcel of certain Ground theretofore called, &c.) and also those several Messuages, &c. on the said several Pieces of Ground erected and built, with the said respective Appurtenances, situate, &c. all which Premises are therein mentioned to be leased to the several Persons therein mentioned and herein after named, *viz.* To F. B. & al^r (*The several Tenants*) by several Indentures of Lease for several Terms of Years, at and under several yearly Ground Rents, and also the said Rents by the said Indentures of Lease respectively reserved, amounting in the Whole to the yearly Sum of 467*l.* 15*s.* and the Reversion and Reversions, yearly and other Rents, Issues and Profits of the said Hereditaments and Premises; *To hold* the same (subject as therein mentioned) unto the said B. H. and H. H. their Executors, &c. from the Day next before the Day of the Date thereof, for and during the Term of 500 Years, at and under the yearly Rent of one Pepper-Corn only; *Subject nevertheless* to a Proviso in the same Indenture contained, that if the said J. Earl of L. his Heirs, Executors, Administrators or Assigns, should well and truly pay or cause to be paid unto the said B. H. and H. H. their Executors, Administrators and Assigns, at or C. D. Esq; of the Inner Temple, London, the said Sum of 6000*l.* together with lawful Interest for the same after the Rate of 5*l.* per Cent. per Ann. on the — Day of February then and now next ensuing, without any Deduction or Abatement whatsoever, then and from thenceforth the Demise thereby made, and every Matter and Thing therein contained, should determine and be utterly void, as in and by, &c. **And Whereas**, in Regard the before mentioned mortgaged Premises now are and stand charged and liable to and with the Payment of a Rent-Charge of 200*l.* unto S. D. otherwise A. for her Life, and one other Rent-Charge of 200*l.* to P. Q. for his Life, charged by the last Will of the Right Honourable J. Earl of L. as a collateral or further Security is agreed and intended to be given for Payment of the Interest of the said Principal Sum of 6000*l.* unto the said B. H. and H. H. their Executors, Administrators and Assigns: **Now this Indenture witnesseth**, that in Pursuance and Performance of the said recited Agreement, and for and in Consideration of the said Sum of 6000*l.* so paid to the said Earl by the said B. H. and H. H. as aforesaid, and

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Mortgaged
Premises
chargeable
with Rents-
Charge.

(a) Note: All these Pieces of Ground, with the Messuages and Leases of Leases thereof, are particularly set forth in the Demise.

also for and in Consideration of the Sum of 5*s.* of, &c. to the said Earl in Hand paid by the said *B. H.* and *H. H.* at or before, &c. the Receipt whereof is by the said Earl hereby acknowledged, **He** the said *J.* Earl of *L.* hath demised, granted, bargained, sold, and to Farm letten, and by, &c. unto the said *B. H.* and *H. H.* their Executors, &c. **All** those several Pieces or Parcels of Ground, and the several Messuages or Tenements thereon erected and built, with their respective Appurtenances, situate, &c. and as the same Premises are now referred to by a Schedule. in Lease to the several and respective Persons, whose Names and their respective yearly Ground Rents reserved are particularly mentioned and set forth in a Schedule hereunder written, amounting in the Whole to the yearly Sum of 691*l.* 10*s.* and also the said yearly Ground Rents, amounting to the said Sum of 691*l.* 10*s.* so reserved as aforesaid: **To have and to hold** the said several Messuages or Tenements, Ground Rents, Hereditaments and all and singular other the Premises herein before mentioned and intended to be hereby demised, with their and every of their Appurtenances unto the said *B. H.* and *H. H.* their Executors, Administrators and Assigns, from the Day next before the Day of the Date hereof, for and during and unto the full End and Term of 21 Years from thence next ensuing and fully to be compleat and ended, if he the said *J.* Earl of *L.* shall so long live; **Yielding and paying** therefore yearly and every Year during the Continuance of the said Term, unto the said *J.* Earl of *L.* and his Assigns, the Rent of one Pepper-Corn only, at the Feast-Day of St. *Michael* the Archangel, if the same shall be lawfully demanded; **Nevertheless** upon the several Trusts, and to and for the Intents and Purposes, and subject to the Proviso herein after mentioned, expressed and declared of and concerning the same, *viz.* **In Trust** and to the Intent and Purpose that they the said *B. H.* and *H. H.* their Executors Administrators or Assigns, shall and may during the Continuance of the above recited Security in the first Place, by and out of the clear Rents, Issues and Profits of the hereby demised Premises, deduct, retain and satisfy to themselves the Interest of the said Sum of 1000*l.* so by them lent and paid to the said Earl as aforesaid, from Time to Time, when and as the same shall become due and payable, according to the true Intent and Meaning of the Proviso in the said recited Indenture contained; and from and after Payment thereof, and also from and after deducting and retaining out of the Rents and Profits of the said hereby demised Premises all such Costs, Charges and Damages which they the said *B. H.* and *H. H.* their Executors or Assigns, shall pay, expend or sustain in collecting and receiving the same for the Intents and Purposes aforesaid, and subject thereunto, then in Trust to pay the Residue or Surplus of all the Rents, Issues and Profits of the Premises hereby demised, to the said *J.* Earl of *L.* and his assigns, to and for his and their own Use and Benefit. **Provided always**, and it is hereby declared, by and between all the Parties to these Presents, that if the said *J.* Earl of *L.* his Heirs, Executors, Administrators or Assigns, shall and do well and truly pay or cause to be paid unto the said *B. H.* and *H. H.* their Executors, Administrators and Assigns, the said Principal Sum of 6000*l.* of lawful Money of *Great Britain*, together with lawful Interest for the same after the Rate of 5*l.* per Cent. per Ann. according to the true Intent and Meaning of the said recited Indenture, and the Proviso therein contained for Payment thereof, in Discharge of the abovementioned Proviso; **Then** and from thenceforth these Presents, and the Demise hereby made, and every Covenant, Matter and Thing herein contained, shall cease, determine, and be utterly void and of none Effect; any Thing herein contained to the contrary thereof in any wise notwithstanding: **And** the said *J.* Earl of *L.* for himself, his Heirs, &c. and for every of them, doth covenant, &c. to and with the said *B. H.* and *H. H.* their Executors, Administrators and Assigns by these Presents, that it shall and may be lawful to and for the said *B. H.* and *H. H.* their Executors, Administrators and Assigns, from Time to Time, and at all Times, to enter upon and peaceably and quietly have, hold and enjoy all and singular the said hereby demised Premises, and to receive and take the Rents, Issues and Profits thereof, to and for their own Use and Benefit, for and during all the Rest and Residue of the said Term of 21 Years, which shall be then to come and unexpired, without any Let Suit, Trouble, Molestation, Interruption or Disturbance of or by him the said *J.* Earl of *L.* or his Assigns, or of or by any other Person or Persons whomsoever; **Subject only** to such Trusts and Provisoes as aforesaid (a) **Provided always**, and it is hereby further declared by and between the Parties to these Presents, that it shall and may be lawful to and for the said *J.* Earl of *L.* from Time to Time, and at all Times during the Continuance of this Demise, by any Indenture or Indentures under his Hand and Seal, to grant or recover any Lease or Leases of the said hereby demised Premises, or any Part or Parts thereof, to any Person or Persons, for such Term or Terms of Years, as he the said Earl, by Virtue of a Power contained in an Indenture of Settlement of six Parts, bearing Date the, &c. and made between the Right Honourable *R.* Earl of *L.* and *P.* Lord Viscount *L.* his Son and Heir apparent, of the

(a) Not to be a Covenant: as to Premises, being free from Incumbrances.

the first Part, Lord *W. P.* and *F. O.* Esq; of the second Part, Dame *M. O.* Widow of Sir *A. O.* deceased, Dame *M. R.* Widow of Sir *R. R.* her first Husband, deceased, and one of the Daughters of the said Sir *A.* and Dame *M. O. A. R.* Spinster, (Eldest Daughter and one of the Co-heiresses of the said Sir *R. R.*) of the third Part, *J.* Lord *D.* Sir *H. W.* Sir *R. O. T. O.* Esq; his Son and Heir apparent, Sir *M. P.* and *T. P.* of *C.* his Son and Heir apparent, of the fourth Part, *J.* Earl of *B. C. E.* Esq; *T. P.* of *B.* Esq; and Sir *F. C.* Knt. of the fifth Part, and *J. M.* Gent. of the sixth Part, *Is thereby enabled* to make and grant, and under such Restrictions as are in the same Indenture for that Purpose expressed or mentioned; any Thing herein contained to the contrary thereof in any wise notwithstanding. **And it is here-** Agreement for an Abate-
ment on pay-
ing Interest.

by further declared and agreed by and between the said *B. H.* and *H. H.* and the said *J.* Earl of *L.* that when and so often as the Interest of the said Sum of 6000 *l.* shall be duly paid or satisfied by Half-yearly Payments, upon every — Day of — during such Time as the said Principal Sum of 6000 *l.* shall be unpaid, that then and so often as such Interest shall be so paid Half-yearly upon the Days aforesaid, or within three Months next after each respective Day of Payment, either by the said *J.* Earl of *L.* his Heirs Executors, Administrators or Assigns, or by Virtue of these Presents, so often 30 *l.* shall be abated in each such Payment, and so often Interest after the Rate of 4 *l. per Cent. per Ann.* shall be taken and accepted in Lieu and full Satisfaction of the Interest after the Rate of 5 *l. per Cent. per Ann.* agreed to be paid for the same as aforesaid. **And lastly,** he the said *J.* Earl of *L.* for him- The Earl co-
venants to
constitute such
Persons, as the
Mortgagees
shall think
fit to receive
Rents.

self, &c. doth hereby further covenant, &c. to and with the said *B. H.* and *H. H.* their, &c. that he the said *J.* Earl of *L.* shall and will, at all Times hereafter during the Term hereby granted, when thereunto required by the said *B. H.* and *H. H.* their Executors, &c. or the Survivors or Survivor of them, by a proper Instrument or Instruments in Writing for that Purpose, constitute authorize and appoint such proper Person or Persons as the said *B. H.* and *H. H.* or the Survivor of them, or the Executors or Administrators of the Survivor of them, shall in that Behalf nominate to be a Receiver or Receivers of the Rents and Profits of all and every the said Pieces or Parcels of Ground, Messuages or Tenements, Buildings, Hereditaments and Premises, with the Appurtenances hereby demised, to the Intent in the first Place, by and out of the Rents and Profits of the said Messuages or Tenements hereby demised, or intended so to be, to pay and satisfy unto the said *B. H.* and *H. H.* their Executors, Administrators and Assigns, or the Survivors or Survivor of them, the Interest of the said Sum of 6000 *l.* as the same shall become due and payable, and to pay the Surplus or Residue thereof unto the said Earl or his Assigns. **In Witness, &c.**

A Collateral Security from one Executor to another, whereby the one covenants that a Mortgage made to him in his own Right shall stand charged with the Payment of an Annuity and Legacies to the other.

THIS Indenture, made, &c. **Between** *R. B.* of, &c. (one of the Executors of the last Will and Testament of *P. S.* late of, &c. deceased) of the one Part, and *K. S.* of, &c. (Widow and Relict of the said *P. S.* and also another of the Executors of his last Will and Testament) of the other Part. **Whereas** the said *P. S.* by his last Will, &c. bearing Date, &c. Did (amongst other Things) give and bequeath unto the said *K.* the yearly Sum of 100 *l.* over and above all Taxes, to be paid by Half-yearly Payments, out of all and singular his Personal Estate, and did also give unto the said *K.* the sum of 500 *l.* of, &c. to be paid to her within six Months after his Decease, and also the Sum of 200 *l.* over and above the said Sum of 500 *l.* and payable unto her as aforesaid, and of his said last Will and Testament did make and constitute the said *C.* and the said *R. B.* and *A.* his Wife, (Daughter of the said *P. S.*) Executors, as by, &c. **And whereas** a Sum of 5000 *l.* Principal Money, Mortgage Money received by
R. B. as Exe-
cutor.
A Mortgage
to *R. B.* in
his own
Right.

which was formerly lent by the said *P. S.* at Interest upon several Manors, &c. late the Estate of *C. D.* late of, &c. deceased, and all Arrears of Interest of the same sum, have been lately received by the said *R. B.* as Executor, or one of the Executors of the said *P. S.* **And whereas** by an Indenture bearing Date the Day next before the Day of the Date of these Presents and made, or, &c. between the Honourable *L. D.* of, &c. *J. B.* of, &c. *J. S.* of, &c. and *T. O.* of, &c. of the one Part, and the said *R. B.* (by the Name of, &c.) Sir *T. B.* Knt. one of the Barons of his Majesty's Honourable Court of Exchequer at Westminster, *R. E.* of, &c. and *J. B.* Esq. of the other Part, (reciting as therein is recited) in Consideration of the Sum of 5000 *l.* then lent and paid to the said *L. D.* by the said *R. B.* as therein is mentioned, and for other Considerations therein mentioned, the several Manors and Lordships of, &c. and divers Messuages, &c. lying, &c. are and stand granted, bargained, sold, demised and to Farm letten unto the said *R. B.* his &c. for a Term of 500 Years therein mentioned, and several of the said Messuages, &c. are and stand respectively bargained, sold, assigned and set over unto the said Sir *T. B.* *R. E.* and *J. B.* their, &c. respectively, for several Terms

Arrears and Interest paid K. for her Monies.
Covenant that the Mortgage to R. B. to stand as a Security to K. S. for the Payment of her Annuity of 100 l. per Ann. and of the said 500 l. and 200 l. and Interest.

And to indemnify her from Testator's Debts, Legacies, &c. and from all Damages on Account of her being an Executrix.

R. B. covenants that during K. S.'s Life he will not assign the said Mortgage.

Agreement that if the Mortgagor discharges his Mortgage, the Money received shall be put out, &c. for K. S.'s Security.

Terms and Estates in the same Indenture respectively mentioned, **In Trust** for the said R. B. his Executors, Administrators and Assigns; **Subject nevertheless** to an Equity of Redemption in the said L. D. his Executors, Administrators or Assigns, upon Payment by him, them, or any of them, unto the said R. B. his, &c. of the Sum of 5250 l. upon certain Days therein mentioned for Payment thereof, as by, &c. **And whereas** all Arrears of the said yearly Sum of 100 l. and all Interest Money due for the said several Sums of 500 l. and 200 l. given to the said K. S. as aforesaid, hath been paid and satisfied to her to the Day of the Date of these Presents: **Now this Indenture witnesseth**, that the said R. B. for himself, his, &c. doth covenant, promise, declare and agree to and with the said K. S. her Executors, Administrators and Assigns by these Presents, in Manner and Form following, (that is to say) **That** the said recited Indenture of Mortgage, and the several Terms and Estates thereby respectively demised and assigned unto and in Trust for the said R. B. as aforesaid, and all other Securities for the said Principal Sum of 5000 l. lent and paid by the said R. B. as aforesaid, shall from henceforth remain and be a Security for the Payment of the said yearly Sum of 100 l. unto the said K. S. or her Assigns, for and during the Term of her natural Life, by Half-yearly Payments, free and clear of and from all Taxes, according to the true Intent and Meaning of the said last Will and Testament of the said P. S. **And also** as a Security for the Payment to the said K. S. her Executors Administrators or Assigns, of the said Sum of 500 l. and 200 l. making together the Sum of 700 l. given to her the said K. S. by the said last Will and Testament, and also Interest thereof from henceforth after the Rate of 5 l. per Cent. per Ann. at the End of every six Months successively, until the same Sum of 700 l. shall be paid unto the said K. S. her Executors, Administrators or Assigns; **And also** as a Security for the indemnifying and saving harmless the said K. S. her Heirs, Executors and Administrators, and her and their Lands, Tenements and Hereditaments, Goods and Chattels, of, from and against all such Costs, Charges, Damages and Expenses, which she, they or any of them shall or may bear, sustain or be put unto for or by reason of any Debts owing by the said P. S. at the Time of his Decease, or any the Legacies given by his said last Will and Testament, or for or by reason of her being one of the Executors of the same Will, or for or by reason of any Act, Matter, or Thing made, done or suffered, or to be made, done or suffered by the said R. B. touching or concerning the said Executorship, or the Estate Real or Personal of the said P. S. **And** the said R. B. doth further covenant, &c. to and with the said K. S. her, &c. by, &c. that he the said R. B. his, &c. shall not nor will during the natural Life of the said K. S. assign or transfer, or direct, consent or agree to the Assigning or Transferring of the said recited Indenture of Mortgage, or any other Security or Securities for the said Sum of 5000 l. Principal Money lent and paid by him the said R. B. as aforesaid, or any of them, or receive or take in all or any Part of the same 5000 l. without the Consent in Writing under the Hand of the said K. S. for so doing first had and obtained, unless compelled by some Court of Law or Equity: **And it is hereby declared and agreed** by and between the said Parties to these Presents as followeth, viz. That if the said recited Indenture of Mortgage, and all and every other Security and Securities for the said 5000 l. Principal Money lent and paid by the said R. B. as aforesaid, and are hereby agreed to be and remain a Security to the said K. S. as aforesaid, and all the Interest due thereon, shall be paid off and discharged according to the Proviso therein contained, that then and in such Case the said Sum of 5000 l. lent and paid as aforesaid, shall be received by the said Sir T. B. his Executors or Administrators, or by such other Person or Persons as the said K. S. her Executors or Administrators, and the said R. B. his Executors or Administrators, shall agree the same 5000 l. shall be paid to, To the Intent the said Sum of 5000 l. lent and paid as aforesaid, after such paying in and until the Payment to the said K. S. her Executors, Administrators and Assigns, of all such Monies for which the said recited Indenture of Mortgage, and other Security or Securities for the said 5000 l. lent and paid as aforesaid, are hereby agreed to be and remain a Security, shall and may from Time to Time, either intirely or in Parcels, be placed out at Interest upon some Land or other Security or Securities, to be approved of by the said K. S. her Executors or Administrators, and the said R. B. his Executors or Administrators, and to be taken in the Name or Names of the said Sir T. B. his Executors or Administrators, or such Person or Persons to whom the same 5000 l. shall be agreed to be paid, or shall and may, until such Security or Securities can be found, with such Approbation as aforesaid, be deposited for safe Custody in the Bank of England, or in any other Place or Places, with such Approbation as aforesaid, to the Intent that such Security or Securities, and such Deposit or Deposits, as shall from Time to Time be taken and made, with such Approbation as aforesaid, shall, until Payment shall be made to the said K. S. her Executors, Administrators or Assigns, of all such Monies for which the said recited Indenture of Mortgage, and other Security or Securities of the said 5000 l. lent and paid as aforesaid, are hereby agreed to be and remain a Security, remain and be under the same, or the like Covenants, Trusts, Provisoes and agreements, as are in these Presents contained touching the said Indenture of Mortgage, or other Security or Securities for the said

5000 *l.* lent and paid as aforesaid. **Provided** always, and it is hereby declared and agreed by and between the said Parties to these Presents, that until some Default shall be made in Payment of the said Monies payable unto the said *K. S.* as aforesaid, or some Part thereof, contrary to the true Intent and Meaning of the said Will and of these Presents, or the said *K. S.* her Executors, Administrators or Assigns, shall bear, sustain or be put unto some such Costs, Charges, Damages or Expences as aforesaid, it shall and may be lawful to and for the said *R. B.* his Executors, Administrators and Assigns, from Time to Time to receive and take to and for his and their own Use and Benefit, the Interest of the said 5000 *l.* due and to grow due, without the Let, Suit, Interruption or Disturbance of the said *K. S.* her Executors, Administrators or Assigns, or any of them. **Provided** also, and it is hereby declared and agreed by and between the said Parties to these Presents, that after Payment and full Satisfaction made by the said *R. B.* his, &c. of the said Monies payable to the said *K. S.* as aforesaid, and also of all the Debts and Legacies of the said *P. S.* or after other Security given by the said *R. B.* his, &c. for Payment thereof, and for indemnifying the said *K. S.* her Executors or Administrators, of and from such Costs, Damages and Expences as aforesaid, to the good Liking of her or them, then the said Sum of 5000 *l.* Principal Money lent and paid as aforesaid, shall and may be received by the said *R. B.* his Executors, Administrators or Assigns, to and for his and their own Use and Benefit; and then and from thenceforth the present Security for the same 5000 *l.* or such other Security as the same shall then be placed out upon, shall remain and be in Trust to the said *R. B.* his Executors, Administrators and Assigns. **In Witness, &c.**

R. B. to receive the Interest of his Mortgage Money till he makes Default in paying *K. S.*

Proviso that after *R. B.* has paid *K. S.* or after other Security by him given, he may receive his Mortgage Money to his own Use.

Release of Equity of Redemption of two Mortgages of Leasehold Estates for securing two Principal Sums and Interest according to two Bonds.

THIS Indenture, &c. Between *P. C.* of the one Part, and *E. B.* of the other Part. **Whereas** by Indenture of Lease bearing Date, &c. *E.* Dutcheffs Dowager of *P.* did demise to the said *P. C.* All that, &c. To hold the same to the said *P. C.* his Executors, &c. As to the first for the Term of 65 Years, from, &c. at the Rent of a Pepper-Corn for the first Year, and the yearly Rent of 8 *l.* during the Remainder of the said Term, payable quarterly: **And** whereas (the said *P. C.* having pulled down the said Messuage or Tenement, and built a new one in the Room or Stead thereof) he the said *P. C.* by Indenture of Assignment bearing Date, &c. did assign and set over unto *J. H.* of, &c. the said Piece of Ground, and the said new Messuage or Tenement, with the Appurtenances, and the said Indenture of Lease thereof, for the then Residue of the said Term of 65 Years; **Subject** to a Proviso in the said Indenture of Assignment contained for making void thereof on Payment by the said *P. C.* to the said *J. H.* the Sum of 200 *l.* with lawful Interest for the same on, &c. **And** whereas by another Indenture of Lease bearing Date the said, &c. the said Dutcheffs of *P.* did demise, &c. (another Piece of Ground and Messuage, &c.) for the like Term and Rent with a Mortgage thereof to the said *H.* for 200 *l.* and Interest, as by the said Indenture, &c. **And** whereas on the, &c. the said *P. C.* paid to the *J. H.* the Sum of 45 *l.* in Part of each of the said Principal Sums of 200 *l.* so that the said several Premises now stand mortgaged to him for the Sum of 155 *l.* a-piece, besides Interest, and no more: **Now this Indenture witnesseth**, that for the better securing the Payment of the Sum of 100 *l.* due and owing from the said *P. C.* to the said *E. B.* on Bond, and all Interest due and to be due for the same, and also the Sum of 60 *l.* due and owing from the said *P. C.* and one *R. P.* or one of them, to the said *E. B.* on Bond, and all Interest due and to be due for the same, and for 5 *s.* for the said *E. B.* to the said *P. C.* in Hand, &c. the Receipt, &c. he the said *P. C.* hath granted, bargained, sold, assigned, transferred and set over, and by, &c. Doth, &c. to the said *E. B.* his, &c. the said, &c. and all and singular other the Premises demised, or intended to be demised, by or held under the said recited Indentures of Lease, or either of them, with their and every of their Appurtenances, and also the said recited Indentures of Lease, and the Counterparts of the said two recited Indentures of Mortgage, and all or any Policy or Policies of Insurance of or concerning (and all Monies insured on) the said Premises, or any Part thereof, in Case of Loss by Fire, and all Benefit and Advantage thereof, and the Reversion, &c. and also all the Estate, &c. **To have and to hold** the said, &c. to the said *E. B.* his, &c. from henceforth for and during all the Rest, Residue and Remainder of the said Term of 65 Years now to come and unexpired; **Subject** to the said recited Indentures of Mortgage so far as aforesaid respectively, and to an Indenture of Lease since the Making thereof, granted by the said *P. C.* to *C. P.* of one of the said, &c. for the Term of, &c. at and under, &c. **Provided** always, that if the said *P. C.* his, &c. do and shall well and truly pay or cause to be paid to the said *E. B.* his, &c. the said several Sums of 100 *l.* and 60 *l.* of, &c. with all Interest due and to be due for the same on, &c. without making or demanding thereout any Deduction or Abatement for

As to the second Lease, and Mortgage thereof to *D.*

Consideration.

Taxes or otherwise, then this Indenture, and the Estate and Term hereby granted, shall cease and be void and of none Effect; any Thing herein before contained to the contrary thereof in any wise notwithstanding: *And, &c. (Covenant to pay the Money; That the Leases are good; Good Right; In Case of Default for peaceable Enjoyment).* *And likewise*, that any Time or Times after Breach or Failure of Performance (if any shall happen) of or in the Proviso or Covenant for Payment of the said Monies hereby secured, or intended so to be, he the said P. C. his, &c. all and every such Person, &c. of, in or to the said hereby assigned, or intended to be assigned Premises, or any Part thereof, (except by or under the said recited Mortgages, and the said Lease granted to the said C. P. in respect thereof only) shall and will at the Request, &c. make, &c. such Deeds, &c. as shall be by him, &c. required, for the better, &c. Assigning, &c. the same Premises, according to the true Intent and Meaning hereof, but discharged of the said Proviso herein before contained, and all Equity of Redemption under the same, or otherwise. *And lastly*, it is hereby provided and agreed by and between the said Parties hereto, that, &c. *(The Releasee shall peaceably enjoy till Failure of Payment).* **In Witness, &c.**

A Collateral Security by Lease and Release, to indemnify a Purchaser against a Rent of 24 l. reserved for a Manor by Letters Patent.

THIS Indenture Tripartite, made, &c. **Between** the Right Honourable B. Earl of G. of the first Part, Sir W. L. of, &c. Bart. of the second Part, and T. B. of, &c. and A. G. of, &c. of the third Part, **Whereas** the said Sir W. L. hath lately purchased of the said B. Earl of G. the Manor of H. with the Rights, Members and Appurtenances thereof in the County of M. the Rectory or Parsonage of H. in the County of M. and assigned with the Houses, Edifices, Buildings, Glebe Lands, Rents, Tithes, Fruits, Oblations, Obventions, and all Manner of Profits to the said Rectory or Parsonage belonging, and the Vicarage of the Church of H. aforesaid, and also several Meadows, &c. situate, &c. and particularly mentioned in one Indenture of Bargain and Sale, bearing Date the Day next before the Day of the Date of these Presents, and made, &c. between the said B. Earl of G. and the Right Honourable D. Countess of G. his Wife, of the one Part, and the said W. L. of the other Part, and inrolled or intended to be inrolled in his Majesty's High Court of Chancery; and all other the Manors, &c. of the said B. Earl of G. or of any Person or Persons in Trust for him, situate, &c. for the Sum of 28000 l. **And whereas** at the Time of the said Purchase it was agreed between the said B. Earl of G. and Sir W. L. as followeth, *viz.* That he the said Sir W. L. his, &c. should and might peaceably and quietly have, hold and enjoy the said Manor, &c. and receive and take the Rents, &c. to and for his and their own Use and Benefit, without the Interruption or Disturbance of or by any Person or Persons whomsoever, for or in Respect of the yearly Rent or Sum of 24 l. reserved or payable by or by Virtue of certain Letters Patent of his late Majesty King Henry the Eighth, bearing Date, &c. and for the said Manor of H. and certain Lands, &c. herein after mentioned, and intended to be hereby granted and released, should be made a Security for indemnifying the said Sir W. L. his, &c. and the said Premises purchased as aforesaid, against all and every such Claim and Demands, Claims or Demands, as may or shall be made by any Person or Persons whomsoever, for or in Respect of the said yearly Rent or yearly Sum of 24 l. or any Part or Parts thereof: **Now this Indenture witnesseth**, that in Pursuance of the said Agreement, and in Consideration of the Sum of 10 s. of, &c. to the said B. Earl of G. in Hand paid by the said T. B. and A. G. at, &c. the Receipt, &c. the said B. Earl of G. hath granted, released and confirmed, and by, &c. doth grant, &c. unto the said T. B. and A. G. (in their actual Possession, &c.) **All those, &c. To have and to hold** the said, &c. unto the said T. B. and A. G. their Heirs and Assigns, **To the Use** of the said T. B. and A. G. their Heirs and Assigns; **Nevertheless** upon the Trusts, and subject to the Proviso and Agreement herein after declared and expressed, that is to say, **Upon Trust** that they the said T. B. and A. G. and the Survivor of them, do and shall reconvey all and singular the hereby released Premises unto and to the Use of the said B. Earl of G. his Heirs and Assigns when and so soon as the said Sir W. L. as aforesaid shall by such Deed in Writing, as the Counsel learned in the Law of the said Sir W. L. his Heirs or Assigns, shall approve of, be released and discharged of and from the said yearly Rent or Sum of 24 l. and all Arrears thereof: **And upon this further Trust**, That in Case and in the mean Time, and before any such Release or Discharge aforesaid shall be had and obtained, the said Sir W. L. his Heirs or Assigns, shall sustain or be put unto any Costs, Charges, Damages or Expences, by Reason or Means of any Action or Actions, Suit or Suits, to be commenced or prosecuted against him, them, or any of them, or by Reason or Means of any Entry to be made upon the said purchased Premises, or any Part thereof, for or in Respect of the said yearly Rent or Sum of 24 l. or any Part or Parts thereof, then and in such Case *toties quoties* happening, they the said T. B. and A. G. and the survivor of them, and the Heirs of such Survivor

vivor, shall and may, by and out of the Rents, Issues and Profits of the said hereby released Premises, reimburse and satisfy unto the said Sir *W. L.* his Heirs and Assigns, all such Costs, Charges, Damages and Expences, which he or they shall have sustained or been put unto by Reason or Means of any such Action or Actions, Suit or Suits, or Entry as aforesaid. **Provided**, and it is hereby declared and agreed by and between all the said Parties to these Presents, that in the mean Time and until the said Sir *W. L.* his Heirs or Assigns shall sustain or be put unto some Cost, Charge, Damage or Expence, for or by Reason of some such Action or Actions, Suit or Suits, or Entry as aforesaid, it shall and may be lawful to and for the said *B. Earl of G.* his Heirs and Assigns, to hold and enjoy all and singular the said hereby released Premises, with their Appurtenances, and to receive and take the Rents, Issues and Profits thereof, to and for his and their own Use and Benefit, without the Interruption or Disturbance of or by any Person or Persons claiming or to claim by Virtue of these Presents. **And** the said *B. Earl of G.* for himself &c. doth covenant, &c. to and with the said *T. B.* and *A. G.* their Heirs and Assigns, by, &c. in Manner, &c. that he the said *B. Earl of G.* at the Time of the Sealing and Delivery of these Presents, is lawfully and rightfully seized of an absolute Estate in Fee-simple of and in all and singular the Lands and Premises intended to be hereby granted and released, and hath in himself good Right, full Power and Authority to grant and release the same Lands and Premises in Manner and Form aforesaid; **And also** that the said Lands and Premises, herein before mentioned and intended to be hereby granted and released, shall from henceforth remain, continue and be, to, for and upon the Estates and Trusts, and subject to the Proviso in these Presents limited, declared and expressed of and concerning the same.

A Counter Security of Houses to Trustees, to secure a Purchase of other Houses against Annuities charged on the purchased Premises.

THIS Indenture Quadripartite, made, &c. **Between** *E. A.* of, &c. Grandson and Heir of *E. A.* of, &c. deceased, and *J.* the Wife of the said *E. A.* Party to these Presents, of the first Part, *A. B.* of, &c. Widow, *W. W.* of, &c. and *E. B.* of, &c. of the second Part, *M. B.* of, &c. Widow, late the Wife of *F. B.* late of, &c. deceased, and formerly the Wife of *E. A.* deceased, late Father of the said *E. A.* Party to these Presents, of the third Part, and *A.* and *B.* of the fourth Part. **Whereas** the said *E. A.* the Grandfather, deceased, by his last Will, &c. did (among other Things) give, &c. unto the said *M. B.* by the Name of his Daughter *M. A.* the late Wife of his Son *E. B.* deceased, the annual Recital of a Will. Sum or Rent-Charge of 20*l.* of, &c. for and during the Term of her natural Life, to be yearly arising, issuing and payable out of the Messuages and Hereditaments herein by these Presents granted and released, (among other Things) and to be paid at such Days and in such Manner as therein in that Behalf is limited and appointed: **And Whereas** the said Testator did also by his said Will give and bequeath to the Minister of the *New Chapel* in, &c. and his Successors for the Time being, Ministers of the said *New Chapel*, 20*s.* of, &c. to be paid by his Executor or Executors, their Heirs, Executors or Administrators, yearly and every Year, to the said Minister for the Time being, to preach a Lecture or Sermon on *Thursday* next following the Day of the Testator's Decease in every Year: **And whereas** the said Testator did likewise by his said Will give and bequeath unto the Master, Wardens and Commonalty of the Company or Incorporation of Shipwrights, to distribute among the poor Members of the said Incorporation, from Time to Time, according to the Direction of the said Master and Wardens, the Sum of 5*l.* of, &c. to be yearly for ever issuing out of the said Messuages and Hereditaments herein after by these Presents granted and released (among other Things) payable Half-yearly; *Subject nevertheless* to a Proviso therein contained, that if the said Incorporation shall be dissolved at any Time then after, or if by the Space of two Years together they shall omit to keep their quarterly Meetings, then the said Bequest shall be void, as by, &c. **And Whereas** the said Incorporation of Shipwrights have not kept their quarterly Meetings, but have omitted the same by the space of two Years together, and upwards, by Reason whereof the said Rent-Charge of 5*l.* per Ann. so devised to them as aforesaid, is determined and become void: **And Whereas** the said *M. B.* hath joined with the said *E. A.* Party to these Presents, and others, in Conveyance of some of the said Messuages, with the Appurtenances, charged with such yearly Payments as aforesaid, by the said Testator's Will, unto *W. C.* and *M.* his Wife, and the Heirs of the said *W. C.* **And whereas** it is agreed that such Part of the Messuages, or Tenements and Lands devised by the said last Will of the said Testator unto the said *E. A.* Party to these Presents, and by them and others sold and conveyed as aforesaid unto the said *W. C.* and *M.* his Wife, and his Heirs, should for ever hereafter be freed and discharged from, and indemnified and saved harmless against the said 20*s.* per Ann. so devised to the Minister of *N. C.* and his Successors as aforesaid, and against all Pretensions of the said Rent-Charges or yearly Payments of 20*s.* per Ann. and 5*l.* per Ann. so devised as aforesaid, or either

either of them : **Now this Indenture witnesseth**, that to the Intent fully to secure the said yearly Payment of the said 20 s. *per Ann.* unto the Minister of *New Chapel* in S. aforesaid, and his Successors, as also the said Rent-Charge of 20 l. *per Ann.* to the said M. B. for and during the Term of her natural Life, and for the indemnifying and saving harmless as well the said W. C. and M. his Wife, and the Heirs and Assigns of the said W. C. and the Messuages so purchased by the said W. C. and M. his Wife as aforesaid, as also all other the Messuages or Tenements, Lands and Hereditaments, devised by the last Will of the said E. A. the Grandfather, deceased, from and against all annual Payments, Charges and Incumbrances wherewith the said Messuages and Premises, or any of them, are charged or loaded by the said last Will of the said E. A. the Grandfather, deceased, and for and in Consideration of the Sum of 5 s. of, &c. to the said E. A. Party to these Presents, and J. his Wife, A. B. W. W. E. B. and M. B. in Hand, &c. the Receipt, &c. they the said E. A. Party to these Presents, and J. his Wife, A. B. and M. B. and also the said W. W. and E. B. by the Direction and Appointment of the said A. B. (testified by her Sealing and Delivery hereof) **Have bargained**, sold, remised, released, infeoffed, aliened and confirmed, and by, &c. do, and each of them, the said E. A. Party to these Presents, and J. his Wife, A. B. M. B. W. W. and E. B. doth (by Indenture bearing Date the Day next before the Day of the Date of these Presents, commencing from the Day next before the Day of the Date thereof, in Consideration of 5 s. therein mentioned, and by Force and Virtue of the Statute made for Transferring of Uses into Possession) bargain, &c. to A. and B. and to their Heirs, **All** that Messuage, &c. and the Reversion, &c. and also all the Estate, &c. of them the said E. A. Party to these Presents, and J. his Wife, A. B. &c. of, in and unto the said, &c. and every Part, &c. and also all Deeds, &c. **To have and to hold** the said Messuage, &c. hereby granted, or released or mentioned, &c. and every Part, &c. with their and every of their Rights, &c. unto the said A. and B. their Heirs and Assigns, to the only proper Use and behoof of the said A. and B. their Heirs and Assigns for ever; **In Trust nevertheless** to and for the several Intents and Purposes herein after declared and expressed, that is to say, **Upon Special Trust** and Confidence that they the said A. and B. and the Survivor of them, and the Heirs and Assigns of such Survivor, shall and will from Time to Time, and at all Times hereafter, out of the Rents, Issues and Profits of the said Messuages or Tenements, Hereditaments and Premises hereby granted and released, or mentioned to be granted and released, in the first Place pay, satisfy and discharge to the Minister of *New Chapel* in S. aforesaid for the Time being, and his Successors for ever, the said yearly Rent or Sum of 20 s. in Satisfaction of the said yearly Rent or Sum of 20 s. so devised to him or them by the said Testator's Will as aforesaid; and in the next Place shall and will pay and satisfy unto the said M. B. or her Assigns, for and during the Term of her natural Life, the yearly Rent-Charge or Sum of 20 l. in full Discharge and Satisfaction of the said yearly Rent or yearly Sum of 20 l. so devised to her by the said Testator's Will as aforesaid: **And upon further Trust** and Confidence, that they the said A. and B. and the Survivor of them, and the Heirs and Assigns of such Survivor, shall from Time to Time, and at all Times hereafter, save harmless and keep indemnified the said W. M. and M. his Wife, and the Heirs and Assigns of the said W. C. and the Messuages, or Tenements and Hereditaments so purchased by the said W. C. and M. his Wife as aforesaid, and all other the Messuages, Lands Tenements, and Hereditaments, charged by the said last Will by the said E. A. deceased, with the Payment of the said yearly Rent or Sums of Money whatsoever, (other than the Messuages or Tenements, Hereditaments and Premises hereby granted or released, or mentioned to be granted or released) of and from the Payment of the said several and respective yearly Rents or Sums of 20 s. and 20 l. and of and from all other annual Payments, Rents and Incumbrances whatsoever, wherewith the said Messuages or Premises so purchased by the said W. C. and M. his Wife as aforesaid, or any Part thereof, are or is charged or incumbered by the said last Will of the said E. A. the Grandfather, deceased; **And** as to the Surplus of the said yearly Rents and Profits of the said Messuages hereby granted or released, from and after such respective Payments of the said yearly Sums of 20 s. and 20 l. so to be made as aforesaid, and subject to such Indemnifications as aforesaid, **Upon Special Trust** and Confidence, that they the said A. and B. and the Survivor of them, and the Heirs and Assigns of such Survivor, shall from Time to Time stand seised and possessed of such Surplus of the said yearly Issues and Profits arising from the same Premises, **In Trust** for the said E. A. Party to these Presents, his Heirs and Assigns; **Subject nevertheless**, after such Indemnification so made as aforesaid, to a certain Mortgage made by the said E. A. Party to these Presents, of the Premises hereby granted and released (among other Things) unto C. D. of L. Esq; by Indenture bearing Date, &c. and made or mentioned to be made between the said E. A. Party to these Presents, of the one Part, and the said D. E. of the other Part, and assigned by the said D. E. unto the said Sir W. P. late of, &c. deceased, by Indenture bearing Date, &c. and made, &c. and subject likewise to another Mortgage made by the said E. A. &c. unto or in Trust for the said A. B. of the Premises hereby granted and released (among other

ther Things) by Indenture bearing Date, &c. made, &c. *E. A.* Party to these Presents, covenants that he and his Wife, and all the other Grantors, will levy a Fine which shall enure to and for the only Use and Behoof of the said *A.* and *B.* their Heirs and Assigns for ever; **Subject nevertheless** to the several and respective Trusts and annual Payments, and to the Intents and Purposes herein before declared, of, for, touching and concerning the same Premises, and to or for no other Use, Intent or Purpose whatsoever; Articles Covenants against Incumbrances, and for further Assurance, Proviso that the Trustees shall be liable for no more than they receive, nor one answerable for the other; and a Proviso that the Trustees may in the first Place deduct their own Charges out of the Profits, &c. **In Witness,** &c.

Perused *W. P. W.*
And Mr. *Phipps.*

A Collateral Security to a Purchaser, wherein a Fine is covenanted to be levied, &c.

THIS Indenture, made, &c. **Between** *C. W.* of, &c. and *E.* his Wife, (Grand-daughter, and Heir of *T. P.* of, &c. deceased, and daughter and Heir of *T. P.* of, &c. deceased, by *S.* his late Wife also deceased, and Niece and Heir of *W. P.* deceased, late Brother of the said *T. P.* the Father) of the one Part, and *D. K.* of, &c. Gent of the other Part. **Whereas** the said *C. W.* and *E.* his Wife, have by Indenture of Release bearing even Date with these Presents, and by other good Assurances in the Law, conveyed certain Messuages and Tenements, and Ground therein mentioned, with the Appurtenances, unto the said *D. K.* and his Heirs, and have agreed to convey the Messuage or Tenement and Wharf herein after mentioned, unto the said *D. K.* for 500 Years, as a Collateral Security for his the said *D. K.* and his Heirs quiet enjoyment of the Messuages and Tenements and Ground contained in the said Indenture bearing even Date herewith, for and during the Term of Seven Years, from henceforth to be computed, free from all Incumbrances whatsoever, (other than the Quit-rent payable for the same and from henceforth to grow due): **Now this Indenture witnesseth**, that to the Intent and for the Purposes aforesaid, and for divers other good Causes and Considerations, it is hereby declared, concluded and agreed by and between all and every the said Parties to these Presents, for them and their Heirs, **And** the said *C. W.* for himself and his Heirs doth covenant and grant to and with the said *D. K.* his Heirs, Executors and Administrators, by these Presents, that they the said *C. W.* and *E.* his Wife, shall and will before the End of this present *Michaelmas* Term, at the proper Costs and Charges of the said *C. W.* his Heirs and Assigns, acknowledge and levy before his Majesty's Justices of the Court of Common Pleas at *Westminster*, one Fine *sur Conusance de droit come ceo, &c.* with Proclamations to be thereupon had and made, according to the Laws and Statutes of this Realm in such Case made and provided, and according to the usual Course of Fines in such Case accustomed, unto the said *D. K.* and his Heirs, **All** that, &c. and of all Cellars &c. by such apt and convenient Name and Names, and such other Descriptions, as shall be thought fit and requisite; **Which** said Fine so covenanted to be levied as aforesaid, and all and every other Fine and Fines already had and levied, or hereafter to be had and levied of the said Premises, or any Part thereof, alone or together, with any other Lands, Tenements and Hereditaments, by or between the said Parties to these Presents, or any of them, shall be and enure, and shall be adjudged construed, deemed and taken, and was and were intended to be and enure, and is and are by these Presents, and all the Parties to the same, declared and agreed to be and enure, and to have been and enured, **To the Use** and Behoof of the said *D. R.* his Executors, Administrators and Assigns, from the Day of the Date hereof, for and during and unto the full End and Term of 500 Years, from thence next ensuing and fully to be compleat and ended, without Impeachment of or for any Manner of Waste, **Subject** to the Proviso herein after mentioned concerning the same Term; **And** from and after the End, Expiration, or other sooner Determination of the said Term of 500 Years, then to the Use and behoof of the said *C. W.* and *E.* his Wife, and the Heirs of the Body of the said *C. W.* on the body of the said *E.* his Wife begotten or to be begotten; and for want of such such Issue, to the Use and Behoof of the said *C. W.* his Heirs and Assigns for ever, and to and for no other Use, Intent or Purpose whatsoever. **Provided always**, that in Case the said *D. K.* his Heirs and Assigns, shall from Time to Time, and at all Times hereafter during the Space of seven Years now next coming, peaceably and quietly have, hold, use, occupy, possess and enjoy the several Messuages or Tenements, Grounds, Warehouses, &c. with the Appurtenances, mentioned and expressed in the said Indenture of Release bearing even Date herewith, and made between the said *C. W.* and *E.* his Wife, of the one Part, and the said *D. K.* of the other Part, without any Let, Suit, Trouble, Interruption, Eviction or Ejection, Claim or Demand whatsoever, of or by any other Person or Persons whatsoever, and without discovering any Incumbrance that

shall affect the same, either in Law or Equity, that then the Term of 500 Years to be void and of none Effect, and that Part of this Indenture in the Custody of the said D. K. to be delivered up unto the said C. W. his Heirs, Executors or Administrators: And the said C. W. for himself, his Heirs, Executors and Administrators, doth covenant, promise and grant, to and with the said D. K. his Heirs and Assigns, by these Presents, that from and after Breach shall happen to be made of the Proviso aforesaid, it shall and may be lawful to and for the said D. K. his Executors, Administrators and Assigns, peaceably and quietly to have, hold, use, occupy, possess and enjoy the said Messuage or Tenement, Wharf, and all and singular other the Premises herein before mentioned, for and during the Rest and Residue of the said Term of 500 Years, which shall be then to come and unexpired, without any the lawful Let, Suit, Trouble, Interruption or Eviction of the said C. W. and E. his Wife, or either of their Heirs, Executors, Administrators or Assigns, or of any other Person or Persons whatsoever: And the said D. K. for himself, his Heirs, Executors, Administrators and Assigns, doth covenant, promise and grant, to and with the said C. W. and E. his Wife, their Heirs and Assigns, by these Presents, that until some Breach shall happen to be made of the Proviso aforesaid, it shall and may be lawful to and for the said C. W. and E. his Wife, their Heirs and Assigns, peaceably and quietly to have, hold, use, occupy, possess and enjoy the said Messuage, or Tenement and Wharf, with the Appurtenances, and to take and receive the Rents, Issues and Profits thereof, to his and their own Use and Uses, without the Let, Suit, Trouble, Interruption, Eviction or Ejection of the said D. K. his Executors, Administrators or Assigns, and without any Account to be given to the said D. K. his Executors, Administrators or Assigns, for or concerning the same. **In Witness, &c.**

Perused W. P. W.

A Collateral Security on a Purchase, on Account of Title Deeds being lost or mislaid.

THIS Indenture, made, &c. Between F. G. of, &c. of the one Part, and C. C. of, &c. of the other Part. **Whereas** by certain indentures of Lease and Release, the Lease bearing Date, &c. the Release bearing even Date herewith, and made, &c. between the said F. G. of, &c. of the one Part, and the said C. C. of the other Part, the said F. G. for the Consideration of 8750 of, &c. did grant, &c. unto the said C. C. his Heirs and Assigns, All that the Mannor or Lordship of, &c. and also all other the Manors, &c. and the Reversion, &c. and all the Estate, &c. To hold to the said C. C. his Heirs and Assigns, to the only proper Use and Behoof of the said C. C. his Heirs and Assigns for ever, as by the said in Part recited Indentures, &c. And whereas some of the Deeds and Writings belonging to the Title of the said Premises are either lost or at the present mislaid, so that the said F. G. cannot deliver the same to the said C. C. or make out a satisfactory Title to the said Manor and Premises; And therefore to induce the said C. C. to proceed in the said Purchase, he the said F. G. hath proposed and agreed to grant and demise the Manor, &c. herein after mentioned, to the said C. C. for the Term of 500 Years, as a Security to indemnify the said C. C. his Heirs and Assigns, in Case the said purchased Premises in L. shall at any Time or Times hereafter be recovered or evicted from the said C. C. his Heirs or Assigns, or he or they any wise molested or disturbed in the quiet Possession and Enjoyment thereof, by any Person or Persons who shall or may lawfully claim any Estate, Right, Title or Interest, of, in or to the said Premises in L. by, from or under the said F. G. or F. G. deceased, (Father of the said F. G. Party hereto) or by, from or under the Right Honourable R. late Lord G. Baron of D. in the Kingdom of Ireland, deceased, or any of them; and also to indemnify the said C. C. his Heirs and Assigns, of, from and against all Incumbrances made, done or committed by them the said F. G. Party hereto, F. G. deceased, and R. late Lord G. or any of them; and also against all Costs, Charges, Damages and Expences, that the said C. C. his Heirs or Assigns, shall or may sustain or be put unto by Means thereof, or of his not having the Custody and Possession of the said Title Deeds: **Now this Indenture witnesseth,** that as well in Pursuance of the aforesaid Proposal and Agreement, as also for and in Consideration of the Sum of 5 s. of, &c. by the said C. C. to the said F. G. in Hand well and truly paid, at, &c. the Receipt, &c. he the said F. G. hath granted, bargained, sold and demised, and by, &c. unto the said C. C. his Executors, Administrators and Assigns, All that the Manor or Lordship of A. cum pertinent in Com' W. &c. (all which said Manor, &c. Hereditaments and Premises, were formerly the Estate of the said R. late Lord G. and were by the said Lord G. granted, conveyed, settled and assured, to and upon the said F. G. Party hereto,) and also all other the Manors, &c. of the said F. G. Party, &c. situate, &c. and the Reversion, &c. and all the Estate, &c. To have and to hold, &c. and Premises before mentioned and intended to be hereby granted and demised cum pertinent unto

Consideration.

Parcels.

Habendum.

unto the said C. C. his Executors, Administrators and Assigns, from the Day next before the Day of the Date of these Presents, for and during the full Time and Term, and unto the full End and Term of 500 Years, from thence next ensuing and fully to be compleat and ended, without Impeachment of or for any Waste; **Yielding and paying** therefore yearly *Reddendum.* and every Year during the said Term, unto the said F. G. his Heirs and Assigns, the Rent of one Pepper-Corn only, if demanded. **And, &c. (Covenant to levy a Fine).** **Provided** *Grantors covenant, &c. For a Fine.* **always,** and it is hereby covenanted, concluded and agreed by and between the said Parties to these Presents, that if he the said F. G. Party to these Presents, his Heirs, Executors Administrators or Assigns, or any of them, shall and do at any Time or Times hereafter deliver, or cause to be delivered, unto the said C. C. his Heirs or Assigns, the several Title Deeds, Writings and Muniments, which relate to or concern the said purchased Premises in L. and whereby a good Title to the same may be made to appear: *Or if* the said C. C. his Heirs and Assigns, shall peaceably and quietly hold and enjoy the same Premises for and during the Term of (a) *twenty Years* next ensuing the Date hereof, without any Eviction, Molestation or Interruption of or by any Person or Persons whatsoever that shall or may claim any Estate or Interest by, from, or under or in Trust for the said F. G. Party hereto, F. G. deceased, or the said Lord G. *That* then and in either of the said Cases the said Term of 500 Years shall cease, determine and be utterly void; any Thing herein before contained to the contrary thereof, in any wise notwithstanding: **And** that until Breach of this Promise, it shall be lawful for the said F. G. Party hereto, and his Heirs, *and also his and their Servants and Occupiers of the Premises,* peaceably and quietly to hold and enjoy the Premises hereby granted and demised, without the Let or Interruption of or by the said C. C. his Heirs, Executors, Administrators or Assigns, or any others claiming or to claim from, by or under him, them, or any of them. **And** the said F. G. Party hereto, for himself, his Heirs, Executors and Administrators, doth hereby covenant, &c. to and with the said C. C. his, &c. and every of them, in Manner following, that is to say, That for and notwithstanding any Act, Matter or Thing whatsoever, by him the said F. G. Party hereto, or by the said Lord G. deceased, or either of them, made, done or committed, he the said F. G. Party hereto, now is at the Time of the Sealing and Delivery hereof actually seised of and in a good, sure, rightful, lawful, absolute and indefeasible Estate of Inheritance *Hath good Right.* in Fee-simple or Fee-tail, with the immediate Remainder in Fee to him and his Heirs of and in the said Manor or Lordship, Lands, Tenements, Hereditaments and Premises before mentioned, to be hereby granted and demised, with their and every of their Appurtenances, without any Proviso, Condition, Trust, Limitation of Use and Uses, or any other Matter, Cause or Thing whatsoever, to alter, change, charge, defeat, determine or incumber the same: **And** that for and notwithstanding any such Act, Matter or Thing as aforesaid, he the said F. G. Party hereto, now hath in himself good Right, true Title, full Power, and lawful and absolute Authority to grant and demise the same in Manner and Form aforesaid; **And also** that in Case the said C. C. his Heirs or Assigns shall at any *In Case evict;* Time or Times hereafter be dispossessed or evicted of or from the said purchased Estate in L. or any Part thereof, by any Person or Persons claiming any Estate or Interest therein, by, from or under, or in Trust for the said F. G. Party hereto, or the said Lord G. that then it shall and may be lawful to and for the said C. C. his Executors, Administrators and Assigns, in Trust for him, his Heirs and Assigns, from Time to Time, and at all Times after, to enter into, have, hold, use, occupy, possess and enjoy the said Manor, Lands, Tenements, Hereditaments and Premises beforementioned to be hereby demised, and to receive and take the Rents, Issues and Profits thereof, to and for his and their own Use and Uses, but in Trust as aforesaid, *Until* full Recompence and Satisfaction shall be made by the *May hold and enjoy until Recompence.* said F. G. Party hereto, his Heirs, Executors or Administrators, unto the said C. C. his Heirs and Assigns, for the said purchased Estate in L. or such Part thereof as shall be recovered or evicted from him or them, and for all such Costs, Charges, Damages and Expenses, as he or they shall or may be put unto or sustain by Means thereof, without the Let, Suir, Trouble, Denial, Hinderance, Molestation or Interruption of or by him the said F. G. Party hereto, his Heirs or Assigns, or any other Person or Persons claiming or to claim any Estate, Right, Title, Trust, or Interest of, in or to the said Premises hereby demised, or any Part thereof, by, from or under the F. G. Party hereto, or the said F. G. or Lord G. deceased; *And that* free and clear, and freely, clearly and absolutely *Free from Incumbrances,* acquitted, exonerated, and discharged, or otherwise, by him the said F. G. Party hereto, his Heirs, Executors or Administrators, well and sufficiently saved, defended, kept harmless and indemnified from Time to Time, and at all Times hereafter, of, from and against all former and other Gifts, Grants, Bargains, Sales, Leases, Mortgages, Jointures, Dowers, and

(a) A Fine being agreed to be levied, I think seven Years sufficient.

Nath. Pigott.

For further
Assurance.

Title of Dower, Uses, Wills, Inails, Judgments, Statutes Merchant and of the Staple, Recognisances, Executions, Extents, and of and from all and all Manner of former and other Estates, Titles, Troubles, Charges and Incumbrances whatsoever, had, made, committed done or suffered by the said *F. G.* Party hereto, or Lord *G.* deceased, or by any other Person or Persons whatsoever. And the said *F. G.* Party hereto, for himself, his Heirs, Executors and Administrators, doth hereby further covenant, promise and agree, to and with the said *C. C.* his Heirs, Executors, Administrators and Assigns, and every of them, that he the said *F. G.* party hereto, his Heirs and Assigns, and all and every other Person and Persons now having or claiming, or who at any Time or Times hereafter shall or may have or claim any Estate, Right, Title or Interest, of, in or to the said Manor, Lands, Tenements, Hereditaments and Premises before mentioned to be hereby demised, or any Part thereof, by, from or under him the said *F. G.* Party hereto, or the said *F. G.* or Lord *G.* deceased, or any of them, (except the several and respective Tenants of the said Premises, for and in Respect of their several and respective Leases only) shall and will at any Time or Times from and after Breach shall be made of the aforesaid Proviso, at the Request, Cost and Charges of the said *C. C.* his Heirs, Executors, Administrators or Assigns, make, do acknowledge, levy, suffer and execute all and every such further and other lawful and reasonable Act and Acts, Deed and Deeds, Devise and Devises, Conveyance and Conveyances, Assurance and Assurances in the Law whatsoever, not only for further and better, more perfect and absolute Granting and Assuring of the Premises before mentioned to be hereby demised, with the Appurtenances, unto the said *C. C.* his Executors, Administrators and Assigns, for and during the then Residue of the said Term of 500 Years, in Trust as aforesaid, but also for the absolute Conveying and Assuring the Fee-simple and Inheritance of the same Premises, to or to the Use of or in Trust for the said *C. C.* his Heirs and Assigns for ever, as by him or them, or his or their Counsel learned in the Law, shall be reasonably devised, or advised and required, be the same by any other Fine or Fines, Deed or Deeds, inrolled or not inrolled, Release, Confirmation, or other Assurance whatsoever, so as such Person or Persons, who shall be required to make the same, be not compelled to go or travel above five Miles from his or their usual Place of Abode for the doing thereof, and so as in such further Assurance there be contained no further or other Covenant or Warranty than against the Acts of the Persons who shall be required to make the same, and their several Heirs. And lastly, the said *F. G.* Party hereto, doth for himself, his Heirs, Executors and Administrators, hereby further covenant, promise and agree to and with the said *C. C.* his Heirs and Assigns, that in Case the said Title Deeds, Writings, Evidences and Muniments, which concern or relate to the said purchased Estate in *L.* or any Part thereof, shall at any Time hereafter come to the Hands, Custody or Possession of the said *F. G.* Party hereto, his Heirs, Executors Administrators or Assigns, that then he the said *F. G.* his, &c. (shall deliver them to the Purchaser, &c.)

To deliver
Title Deeds,
in Case they
come to hand.

A Collateral Security by Deed Poll for Payment of Debts, and other Uses and Trusts, &c.

Recitals.

As to the
Will whereby
Legacies of
500 *l.* given
and assigned
on Lands to
be sold, and
pay the same.

As to an Act
for Sale, &c.

As to Articles.

As to what
now due to
Assignor.

As to her De-
fire to pay her
Debts.

To all, &c. *S. H.* of, &c. sendeth Greeting. **Whereas** *E. H.* late of, &c. (Father of the *S. H.*) did by his last Will and Testament, dated the 13th of *July* 1705. (amongst other Legacies by him given) give and devise unto the said *S. H.* 500 *l.* for her Portion, and unto *S. H.* deceased, (another Daughter of the said *E. H.*) the like Sum of 500 *l.* for her Portion; and did devise several Messuages, Lands and Tenements therein mentioned, to the several Persons therein named, to be sold for raising Monies to pay the Debts and Legacies: **And Whereas** the said *S. H.* died before any Part of the said 500 *l.* that was given to her for her Portion, was paid, and the said *S. H.* is intitled to one fifth Part thereof, and of such Interest as is or shall be due or payable for the same: **And whereas** an Act of Parliament since the Death of the said *E. H.* hath been obtained for vesting a further Part of his Real Estate in Trustees therein mentioned, to be sold for Payment of his Debts and Legacies: **And whereas** the Reverend *N. H.* of, &c. (who is Eldest Son now living of the said *E. H.*) did enter into certain Articles, bearing Date the 26th of *September* 1719. for the Purchase of such Part of the said several Trust Estates as remain unsold, and did thereby (*inter alia*) covenant and agree to pay and discharge all the Debts and Legacies of the said *E. H.* as were then unpaid, as by the said Will, Act of Parliament and Articles, &c. more fully may appear: **And whereas** there is now due and owing unto the said *S. H.* for her said Portion, and for the Interest thereof, and for her share of the Monies that are payable for the Portion of the said *S. H.* deceased, and for the Interest thereof, the Sum of 950 *l.* 11 *s.* 10 *d.* or thereabouts, as she the said *S. H.* computes; but 200 *l.* Part thereof, is by the said Articles not to be paid till after the Death of *S. H.* Widow, Mother of the said *S. H.* or upon such other Contingencies as in the said Articles is mentioned: **And whereas** the said *S. H.* is desirous that several Sums of Money herein after mentioned to be owing by her to the several

several Persons herein after named should be paid and satisfied, and that after Payment thereof the Overplus of the said Money to her due, or to grow due as aforesaid, shall be applied and disposed of as herein after is mentioned: **Now know ye**, that the said *S. H.* (for the Purposes aforesaid, and in Consideration of 5*s.* of, &c. to her in Hand paid by *J. R.* of, &c. and *W. B.* of, &c. at or before, &c. the Receipt whereof she doth hereby acknowledge) hath granted, assigned and set over, and by, &c. unto the said *J. R.* and *W. B.* their Executors, &c. **All** and every the Sums of Money which are payable, or which shall hereafter become payable, unto the said *S. H.* her Executors or Administrators, by Virtue of the said Will, Act of Parliament and Articles before mentioned, or any of them, or which shall hereafter become due or payable for the Interest thereof; **To have, hold**, receive and take the same, and every Part thereof, to, for and upon the several Trusts, Intents, and Purposes herein after mentioned, *viz.* Upon Trust that they the Trustees, the said *J. R.* and *W. B.* and the Survivor of them, and the Executors, Administrators and Assigns of such Survivor, shall and do by and out of the Monies hereby assigned, when and as soon as received, pay and satisfy unto the several Persons herein after named, the several Sums of Money herein after mentioned, and which are now due and owing unto them respectively from the said *S. H.* *viz.* Unto *P. J.* Doctor of Laws the Sum of ——— unto her Sister *A. H.* Spinster, the Sum of ——— and unto several other Persons therein named, the several Sums of Money therein mentioned, together with Interest for the same several Sums; and as to the Residue or Surplus of the said hereby assigned Monies, **Upon Trust** that the said Trustees shall and may dispose thereof in the Purchase of an Annuity or yearly Rent-Charge, in the Names of them, or one of them, for and during the Life of the said *S. H.* and in Trust for her the said *S. H.* and to and for her sole Use and Benefit, or otherwise dispose of all or any Part of the said Residue of the said Monies, to and for his Use and Benefit: **And upon this further Trust**, that the said Residue of the said Monies, or such Part thereof as shall not have been laid out in such Purchase, or otherwise disposed of as aforesaid, shall be placed out upon Security at Interest, and that the Interest thereof shall from Time to Time, as the same shall be received and had, be paid and disposed to and for the Use and Benefit of the said *S. H.* **And upon this further Trust**, that in Case such Interest shall not be sufficient for the Maintenance and Support of the said *S. H.* and supplying her with Physick, and all other Necessaries for which she may have Occasion, then it shall be lawful to and for the said *J. R.* and *W. B.* the Survivor of them, his and their Executors, Administrators and Assigns, from Time to Time to pay and dispose of so much of the Principal Monies, to and for the Maintenance and Support of the said *S. H.* and supplying her with Physick, and all other Necessaries for which she shall or may have Occasion, as they in their Discretion shall think requisite and necessary: **And likewise upon Trust**, that all and every the Monies which shall at any Time hereafter be received by the said *J. R.* and *W. B.* the Survivor of them, his or their Executors or Assigns, by Virtue of these Presents, which shall be remaining and undisposed of at the Death of the said *S. H.* shall be paid unto the Executors or Administrators of the said *S. H.* or unto such Person or Persons, or unto such Uses, as the said *S. H.* shall by any Deed or Writing signed by her in the Presence of two or more, in the Presence of the Rector of *Walgrave*, the Rector of *Old*, the Rector of *Lodington*, the Rector of *Thorpe Malfor*, the Vicar of *Rowell*, and the Vicar of *Cransley* for the Time being, but for want of such Appointment, then the same shall go to be divided amongst the Brothers and Sisters, or their legal Representatives, Share and Share alike. **Provided**, and the said *S. H.* doth hereby declare her Mind and Meaning to be, that they the said *J. R.* and *W. B.* the Survivor of them, his and their Executors, and every of them, shall or lawfully may from Time to Time deduct and take to themselves out of the said Trust Monies, all their reasonable Cost, Charges and Expences which they, or any of them, shall expend or be put unto in or about the Execution or Defence of the Trust aforesaid, or any ways relating thereto; and that they, or any of them, shall not be liable to answer for the Loss or Mismanagements of any Money put out to Interest, or otherwise, not occasioned through their wilful Mismanagement or Default; and that neither of them shall be chargeable or accountable for any more Monies than shall come to their several and respective Hands, or for the Receipts or Payments of the other of them; and that each of them shall be answerable and accountable for their respective Receipts, Payments, Acts and Deeds only: **And** the said *S. H.* doth hereby revoke, annul and make void all former Assignments, Wills, Powers or Authorities of or concerning the Premises; **And** doth by these Presents make and ordain the said *J. R.* and *W. B.* and the Survivor of them, her true and lawful Attornies, &c. irrevocable, and doth hereby give to them, and each of them, full Power and Authority in her Name, Place and Stead, but to and for the several Trusts and Uses aforesaid, to ask, demand, sue for, receive and take all and every the Monies herein before mentioned to be due or payable to her, or which shall hereafter grow due or payable to her Executors or Administrators, by Virtue of the Will, Act of Parliament and Articles aforesaid, or any of

them, or by any other Ways or Means whatsoever, and to release, acquit and discharge the same, and to do and cause to be done all and every Act and Thing for recovering, obtaining or getting all and every the said several Sums of Money, or any of them, which the said S. H. may or might do or cause to be done: **And** the said S. H. for herself, her Executors and Administrators, doth hereby covenant and agree to and with the said J. R. and W. B. their Executors, Administrators and Assigns, that the said S. H. will not at any Time hereafter revoke or make void any Authority hereby by her given to them the said J. R. and W. B. or either of them, to receive or obtain all and every of the Monies aforesaid, or release or discharge the same: **And further**, she the said S. H. her Executors and Administrators, shall and will from Time to Time hereafter, at and upon the reasonable Request of the said J. R. and W. B. the Survivor of them, his or their Executors, Administrators or Assigns, make, do and execute all and every Act, Deed, Matter and Thing, the better to enable them, and each of them, to obtain, get and receive all and every the Monies herein before mentioned to be due or payable, or which shall hereafter grow due or payable to the said S. H. her Executors and Administrators, by Virtue of the Will, Act of Parliament and Articles aforesaid, or any of them, or by any other Ways or Means whatsoever, as by the said J. R. and W. B. the Survivor of them, his or their Executors, Administrators or Assigns, or his or their Counsel learned in the law, shall be reasonably devised, or advised and required. **In Witness, &c.**

A Collateral Security on a Purchase, whereby 600l. Part of Purchase-Monies, is laid out in buying South-Sea Annuities, and vested in four Trustees, two for Vendors and two for Vendees, upon Trust (inter alia) for securing against a Mortgage of 500l. on purchased Premises, not appearing to be satisfied.

THIS Indenture Tripartite, &c. Between Dame K. C. Widow, and E. C. and M. C. Spinsters, her Daughters, all of, &c. (*the Vendors in the Deed of Purchase*) of the first Part, the most noble S. Duchess Dowager of M. the Right Honourable F. Earl G. the Right Honourable W. C. of, &c. Esq; and J. H. of, &c. of M. Esq; (*the four acting Executors of the most Noble J. late Duke of M. deceased, the Purchasers*) of the second Part, and Sir R. L. of, &c. Bart. Sir J. C. his Majesty's Serjeant at Law, (*the two first Trustees for Vendors*) T. N. of, &c. Esq; and J. S. of, &c. (*Trustees for the Purchasers*) of the third Part.

Recitals, viz.

As to the Lease, Release and Deed to be inrolled on the Purchase, &c.

Whereas the said Duchess Dowager, Earl G. W. C. and J. H. have lately purchased of the said Dame K. C. E. C. and M. C. divers Messuages, &c. in S. &c. for the Sum or Price of 18500l. (Part of the Personal Estate of the said J. late Duke of M.) in Consideration whereof, by Indentures of Lease and Release, and Bargain and Sale inrolled in Chancery, the Lease bearing Date the Day next before the Day of the Date of the Release and Bargain and Sale, and the Release and Bargain and Sale bearing Date the 28th Day of July now last past, the Release being *Quinquartite*, and made or mentioned to be made between the said Dame K. C. E. C. and M. C. of the first Part, Sir W. C. Bart. and D. O. Esq; of the second Part, D. N. Esq; and H. W. Gent. of the third Part, H. D. Widow, of the fourth Part, and the said Duchess Dowager, Earl G. W. C. and J. H. of the fifth Part; and by

And by Fine.

As to the Premises thereby conveyed.

As to an Answer in Chancery,

whereby the chief Vendor mentions a Mortgage for 500l. on purchased Premises;

and that no satisfactory Account being given of Payment thereof,

it was on Treaty of Purchase agreed, that 600l.

Fine in the same Indenture of Release covenanted to be levied, and since duly levied accordingly, and by other good Assurances in the Law, *All* the said purchased Premises *Have* been conveyed and assured unto and to the Use of the said Duchess Dowager, Earl G. W. C. and J. H. their Heirs and Assigns: **And whereas** the said Dame K. C. in an Answer in Chancery, by her put in or about the, &c. to a Bill then and there exhibited against her and others, at the Suit of the said Sir W. C. her Son (then W. C. an Infant) did say, that her Jointure Estate (meaning the said purchased Messuages, &c.) was left, subject to a Mortgage made by her then late Husband Sir W. C. of 500l. and Interest, for which (*inter alia*) she hoped the said Court would decree a Satisfaction to be made to her out of the Trust Estate therein mentioned; **Of which** said Mortgage no satisfactory Account can now be given to whom the same was made, or when the same was paid, or what is become thereof, as all of them the said Dame K. C. E. C. and M. C. do affirm, although it is believed and by them alledged, that if there ever was any such Mortgage, the same must have been long since paid off and discharged, though they cannot make out the same to the Satisfaction of the said Purchasers or their Counsel, and therefore upon the Treaty of the said Purchase it was proposed by the said Dame K. C. and E. C. and M. C. to the said Purchasers, that 600l. *South-Sea* Annuity should be bought with Part of the said 18500l. Purchase Money in the joint Names of them the said Sir R. L. Sir J. C. T. N. and J. S. upon the Trusts and for the Purposes herein after mentioned, and as a Security for indemnifying the said Purchasers, their Heirs and Assigns, and the said purchased Messuages, Lands and Hereditaments, and every Part thereof, of and from the said Mortgage, and the Monies thereby secured or thereupon

owing

owing (if any be) in Manner hereafter expressed: **And whereas**, in Pursuance of the same *South-Sea Annuity Stock*, the Sum of — Part of the said 18500 *l.* Purchase-Money, hath this Day accordingly been laid out and invested by the said Dukes Dowager, Earl G. W. C. and J. H. with the Privy and Consent of the said Dame K. C. E. C. and M. C. (testified by Part of Purchasers being Parties to and executing these Presents) in the Purchase of 600 *l.* *South-Sea Annuity Stock*, which have been transferred unto and are now standing in the Books of the said Company, in the Joint Names of the said Sir R. L. Sir J. C. T. N. and J. S. as by the same Books may appear, and which they the said Sir R. L. Sir J. C. T. N. and J. S. do hereby acknowledge: **Now this Indenture witnesseth**, and it is hereby declared and agreed by and between the said Parties to these Presents, that the said 600 *l.* *South-Sea Annuities* so transferred unto and standing in the Names of the said Sir R. L. Sir J. C. T. N. and J. S. as aforesaid, are and were so to them transferred only as Trustees, and to remain and continue in their Names for and during the natural Life of the said Dame K. C. or for and during the Space of seven Years now next ensuing, (in case she the said Dame K. C. shall depart this Life before the Expiration of the said seven Years;) **Nevertheless** upon such Trusts, and for such Purposes, and subject to such Agreements as are herein after mentioned and expressed concerning the same Annuities, (that is to say) **For so much** and so long of the said Term or Terms last mentioned, as no such Mortgage as aforesaid shall be produced, found out or discovered to be subsisting, and to affect and be an Incumbrance upon the said purchased Messuages, Lands, Tithes and Hereditaments, or some Part thereof, and that no Demand shall be made for Principal-Money or Interest as due on such Mortgage; **Upon Trust** that they the said Sir R. L. Sir J. C. T. N. and J. S. and the Survivors and Survivor of them, his Executors and Administrators, and such others on or to whom the Trusts hereby declared shall devolve or be transferred, shall and do permit and suffer the clear yearly Interest, Dividends and Produce of the said 600 *l.* *South-Sea Annuities*, (over and above the Charges attending the Execution of the Trusts hereby declared) to be received and taken by the said Dame K. C. for her own Use during her Life; and from and after her Decease, in case she die before the End of the said seven Years, then during the Remainder of the said seven Years by the said E. C. and M. C. equally between them Share and Share alike, and their respective Executors and Administrators, and shall and do from Time to Time, in and by such respective Letter or Letters of Attorney, as in that Behalf shall be needful and sufficient, empower and authorise them, (or any other Person or Persons, whom for their Use and Conveniency they shall by Writing under their respective Hands in that Behalf nominate to receive and take the same accordingly;) **But in Case** and when and so soon as any such Mortgage as aforesaid shall be produced, found or discovered to be subsisting, and to affect and be an Incumbrance upon the said purchased Messuages, Lands, Tithes, Hereditaments and Premises, or any Part thereof, or that any Demand shall be made for Principal Money or Interest, as due on such Mortgage; then **Upon Trust** that they the Trustees for the said Annuities, shall and do by Sale of the same Annuities, or a competent Part thereof, and by and with the clear yearly Dividends and Interest thereof in the mean Time, after such Discovery or Demand, and until such Sale, raise so much Monies as shall be sufficient to satisfy and discharge all Principal Monies and Interest, which shall appear to be then *bona fide* due and owing on such Mortgage as aforesaid, together with all Charges attending the Execution of the Trusts hereby declared, or to be sustained by or charged on, or affecting the said Purchasers, their Heirs, Executors, Administrators or Assigns, or the said purchased Premises, or any Part thereof, by Reason or on Account of such Mortgage, and shall and do apply and dispose of the Monies when so raised, or a sufficient Part thereof accordingly, and pay over the Surplus thereof, or transfer the Remainder of the said *South-Sea Annuity Stock* (if any such shall be) unto the same Dame K. C. (if then living), but if dead, then unto the said E. C. and M. C. their Executors or Administrators, discharged of the said Trust, unless they the said Dame K. C. E. C. and M. C. or some of them, their or some or one of their Executors or Administrators, shall and do by and with their own Monies, and to the Satisfaction of the said Purchasers, their Heirs or Assigns, or of their Counsel, immediately or within the Space of one Month after such Discovery or Demand as aforesaid, not only pay off, satisfy and discharge all such Principal Monies, Interest and Charges as aforesaid; but also in the mean Time save harmless and keep indemnified therefrom the said Purchasers, their Heirs, Executors, Administrators and Assigns, and the said Trustees, and every of them, and the said purchased Premises, and every Part thereof: **Provided always**, and it is hereby agreed and declared by and between the said Parties to these Presents, that in case during the Life of the said Dame K. C. or in case she die during the said seven Years; if during the said Term no such Mortgage as aforesaid shall be found out or discovered to be subsisting, and to affect and be an Incumbrance on the said purchased Messuages, Lands, Tithes, Hereditaments and Premises, or some Part thereof, and that the said Purchasers, their Heirs, Assigns or Trustees, or any of them, shall nor, during the respective Times last mentioned, be sued, molested, evicted or disturbed in the Enjoyment of

Considerations.

Declaration of the Trust of the said 600 *l.* Annuity-Stock.

Proviso to transfer said Annuities as soon as the Mortgage is proved not to have been, &c.

of the said purchased Messuages, Lands, Tenements, Hereditaments and Premises, or some Part thereof, by Reason or Means of any such Mortgage, or the Monies thereby secured or due and owing thereupon, or in case it shall at any Time, before the Expiration of the respective Times last mentioned, be clearly made out to the Satisfaction of the same Purchasers, their Heirs or Assigns, or their Counsel, that the said Mortgage was never subsisting, or is since paid off and fully satisfied, or that the said purchased Premises, and every Part thereof, is and are sufficiently freed, released and discharged therefrom, or in case any such Mortgage shall, during the said respective Times last mentioned, appear to be an Incumbrance upon the same Premises, or any Part thereof; then when and so soon as the said purchased Messuages, Lands, Tithes, Hereditaments and Premises, and every Part thereof, shall by the Ways and Means aforesaid, or otherwise, and to the Satisfaction of the said D. D. of M. E. G. W. C. and J. H. or the Survivors or Survivor of them, or the Heirs or Assigns of such Survivor, or his or their Counsel learned in the Law, be freed and absolutely released and discharged of and from the same, and that such Indemnification as aforesaid shall be fully made, and that all such Charges as aforesaid shall be fully paid and satisfied; then upon Trust, that they the said Trustees for the Time being of the said South-Sea Annuities, shall and do forthwith thereupon, at the Request, Costs and Charges of the said Dame K. C. E. C. and M. C. or the Survivors or Survivor of them, her Executors and Administrators, transfer and make over the said 600*l.* South-Sea Annuities, or so much thereof as shall then remain undisposed of for the Purposes aforesaid, and pay all Dividends and Interest then due thereupon, unto the said Dame K. C. if then living; but if dead, then unto the said E. C. and M. C. or the Survivor of them, or the Executors or Administrators of such Survivor, for their respective Use and Benefit: **Provided also**, and it is hereby further agreed and declared, by and between all the said Parties to these Presents, that in case any Part or Parts of the said 600*l.* South-Sea Annuities, shall by Authority of Parliament, or otherwise, be redeemed or paid in before the aforesaid Trusts shall be fully performed; *Then* and in such Case, and so often, it shall and may be lawful, to and for the said Trustees for the Time being for the same Annuities, to lay out and invest the Monies so to be paid in, in the Purchase of some other Share or Interest in the said South-Sea Annuities, or place the same out in or upon some other publick or private Security or Securities at Interest in their Joint Names, upon the Trusts, and subject to the Provisions and Agreements herein contained, as they the said S. D. of M. F. Earl G. W. C. and J. H. their Heirs and Assigns, and the said Dame K. C. E. C. and M. C. their Executors, Administrators or Assigns shall in that Behalf direct or appoint: **Provided further**, and it is hereby agreed and declared by and between all the said Parties to these Presents, that in case the said T. N. and J. S. (the Trustees nominated by the said Purchasers) or either of them, shall die before the said Trusts be performed; then it shall be lawful for the same Purchasers, or the Survivors or Survivor of them, his or her Heirs or Assigns, to appoint another Trustee or Trustees in the Stead of him or them so dying, and so *toties quoties*, as often as any Trustee named or to be named by the said Purchasers, or the Survivors or Survivor of them, his or her Heirs or Assigns as aforesaid, shall happen to die, whilst the said Trusts, or any of them are subsisting; **And** in case the said Sir R. L. and Sir J. C. (the Trustees nominated by the Vendors) or either of them, shall die before the said Trusts be performed, it shall be lawful for the same Vendors, or the Survivors or Survivor of them, her Executors or Administrators, to appoint another Trustee or Trustees in the Stead of him or them so dying, as last mentioned, and so *toties quoties*, as often as any Trustee named or to be named by the said Vendors, or the Survivors or Survivor of them, her Executors or Administrators as aforesaid, shall happen to die, while the said Trusts, or any of them are subsisting. **And** it is hereby further agreed and declared by and between the said Parties to these Presents, that when and so often as any new Trustee or Trustees shall be appointed as aforesaid, then the surviving Trustee or Trustees for the Time being of the said Trust-Premises, shall at the Charges of the said Dame K. C. E. C. and M. C. their Executors or Administrators, or some of them, transfer the said Annuities and Trust-Premises, or so much thereof as shall be then remaining, so and in such Manner, as that the same shall be legally vested in the Joint Names of such new Trustee or Trustees, and of such surviving Trustee or Trustees upon the Trusts aforesaid, and so *toties quoties*, and as often as the like Case shall happen. **And** the said Dame K. C. E. C. and M. C. do hereby for themselves, their Heirs, Executors, and Administrators, jointly and severally covenant, promise, grant and agree, to and with the said S. D. of M. Earl G. W. C. and J. H. their Heirs and Assigns, that they the said Dame K. C. E. C. and M. C. their Heirs, Executors or Administrators, or some of them, shall and will at all Times hereafter, save, defend and keep indemnified the said Duchess Dowager, Earl G. W. C. and J. H. their Heirs, Executors, Administrators and Assigns, and every of them; and the said Messuages, Lands, Tithes and Hereditaments, so by them purchased as aforesaid, and every Part thereof, of and from the above mentioned Mortgage (if any such be yet subsisting,) and of and from all Sum and Sums of Money thereby

A Power, if Annuities redeemed by Parliament; then Trustees with Consent to new place out, &c.

Power for Purchasers and Vendors, if their respective Trustees die, to appoint others,

and surviving Trustees to assign to new Trustees.

Vendors covenant with Purchasers to indemnify them, and purchased Premises on Account of the Mortgage, if any, &c.

thereby secured, or any ways due or owing thereupon; and of and from all Costs, Charges, Damages and Expences, which they the said Purchasors, or any of them, their or any of their Executors, Administrators or Assigns, shall or may sustain, expend or be put unto, for or by Reason of the Non-payment thereof, or any Part thereof. In Witness, &c.

A Surrender of Copyhold as a further Security.

BE it remembered, that on the, &c. D. A. of, &c. one of the Copyholders and Cust- Manor of E. mary Tenants of the said Manor of E. hath surrendered, and by these Presents Doth in the County surrender into the Hands of the Lord of the Manor of E. by the Acceptance of W. X. and Y. Z. two other Copyholders and Customary Tenants of the said Manor, All that his Co- A Copy. pyhold Messuage or Tenement and Farm cum pertinentiis, situate, &c. called or known by the Name of, &c. or by whatsoever other Name now is or hath been called or known, together with the Outhouses, &c. several Closes, &c. together with all Ways, &c. to the said Copyhold Messuages, Lands and Premises belonging, &c. in, &c. and all other the Copyhold Messuages or Tenements, Lands and Hereditaments of the said D. A. in the Parish and Manor of E. aforesaid; To the only Use and Behoof of S. T. of, &c. Widow, and of her Heirs and Assigns for ever: Provided always, that if the said D. A. his Heirs, &c. shall and do well and truly pay, or cause to be paid unto the said S. T. her Executors, &c. the full Sum of 800*l.* and the Interest thereof, to be accounted from the Day of the Date hereof, at the Rate of 5*l.* per Cent. per Ann. upon the — next ensuing the Date of these Presents, without any Deduction, &c. then this present Surrender shall be void and of no Effect; the said Sum of 800*l.* in this Surrender mentioned, and the Sum of 800*l.* mentioned in an Indenture of Grant and Assignment, bearing Date, &c. made between, &c. being one and the same Sum; this Surrender being made only as an additional or further and better Security for Payment of the said Sum of 800*l.* and Interest.

This Surrender was taken on the Day
and Year above said, by us
A. and B.

D. A.
The original Surrender in the
Hands of A. of, &c.

Witnesses,
C. and D.

A further Security by Bargain and Sale of Goods, and a Declaration as to a Judgment.

THIS Indenture, &c. Between D. A. of the one Part, and S. T. of the other Part, Witnesseth, that for and in Consideration, and for the further and better securing Payment of the Sum of 800*l.* lent and paid by the said S. T. to the said D. A. as aforesaid, as by an Indenture of Grant, bearing even Date herewith, made between, &c. and of the Interest at the Time and Manner herein after mentioned, We the said D. A. hath, and by these Presents Doth grant, bargain, sell, and in due Form of Law deliver unto the said S. T. All and singular the Goods, Cattle, Chattels, Household-Stuffs and Implements of Household and Husbandry, and Personal Estate whatsoever of him the said D. A. lying and being in the Parish of E. aforesaid, or elsewhere in the Kingdom of Great Britain; To have, hold, take and enjoy the said Goods, Cattle, Chattels and Personal Estate before mentioned to be hereby bargained and sold, cum pertinentiis, unto the said S. T. her Executors, &c. from henceforth, as and for her and their own proper Goods and Chattels for evermore: Provided always, that if the said D. A. his Heirs, &c. pay to the said S. T. her Executors, &c. of or in, &c. the said Sum of 800*l.* and Interest for the same, at the Rate of 5*l.* per Cent. per Ann. upon the, &c. next ensuing the Date hereof, according to the true Intent and Meaning of the Proviso and Covenant in the before mentioned Indenture contained; then these Presents, and the Bargain and Sale hereby made, shall be void and of no Effect: And whereas, A. B. Lessee of S. T. in — Term last, had and recovered a Judgment As to Judgment. against the said D. W. of and in one Messuage, 100 Acres of Land, twenty of Meadow, &c. cum pertinentiis in E. for a Term yet to come therein, in his Majesty's Court of, &c. as by the Records of the said Court will appear: Now it is hereby agreed and declared, that the same Judgment shall stand and remain as a Security for the true Payment of the said 800*l.* and Interest, and for no other Matter, Cause or Thing whatsoever, and the same is to be made use of according to Law, in case the said 800*l.* and Interest, shall not be paid at the Time aforesaid, and not otherwise. In Witness, &c.

A Collateral Security by Assignment of a Moiety of an Annuity on a Mortgage of Copyhold.

Recitals.

Bequest of Annuity.

Mortgage of Copyhold.

Consideration.

Assignment of Annuity.

Letter of Attorney.

TO all Persons, &c. *M. H.* of, &c. and *E.* his Wife, send Greeting. **Whereas** *G. B.* late of, &c. deceased, did by his Will, bearing Date, &c. amongst other Things, give and bequeath unto the said *E.* by the Name of *E. B.* the then Wife of *J. B.* during her natural Life, one Annuity or yearly Sum of 200*l.* a Year, to begin and commence immediately after the Decease of *S. B.* the Mother of the said Testator, and to be issuing and payable out of all the Interest, Profits and Dividends of the said Testator's Stock in the Bank of *England*, and to be paid by half-yearly Payments, at the Feast-Days of, &c. by equal Portions, free, &c. which said *S. B.* the Mother of the said Testator, is since dead, whereby the said *E.* is become intitled to the said Annuity of 200*l.* per Ann. and she and the said *M. H.* do now enjoy the same accordingly: **And whereas** the said *M. H.* has by Surrender, bearing even Date with these Presents, surrendered divers Copyhold Lands and Tenements, lying and being in the Manor of *F.* to the Use and Behoof of *C. P.* of, &c. conditioned for the Repayment of 2000*l.* and Interest to the said *C. P.* at a Day in the said Surrender mentioned, as by, &c. Relation, &c. **Now know all Men by these Presents**, that for and in Consideration of the said Sum of 2000*l.* to him the said *M. H.* in Hand paid by the *C. P.* at, &c. the Receipt, &c. and for a Collateral Security for the more perfect Securing the said Sum of 2000*l.* and Interest, the said *M. H.* and *E.* his Wife, **Do** by these Presents assign and set over unto the said *C. P.* her Executors, Administrators and Assigns, **One** Moiety of the said Annuity, or the yearly Sum of 100*l.* a Year, for and during the natural Life of the said *E.* to be paid unto the said *C. P.* her Executors, Administrators or Assigns, out of the said Annuity, or yearly Sum of 200*l.* a Year, so given and bequeathed unto the said *E.* by the Will of the said *G. B.* as aforesaid; **And** the said *M. H.* and *E.* his Wife, do hereby constitute, &c. the said *C. P.* to be their true and lawful Attorney, to ask, sue for and receive the said Sum of 100*l.* a Year, and in her own Name to give Receipts and Discharges for the same, to the Person or Persons who by the Will of the said *G. B.* should or ought to pay the same, and whatsoever the said *C. P.* shall do in the Premises, the said *M. H.* and *E.* his Wife, do hereby ratify and confirm and allow, as fully and amply, as if they or either of them were present or did the same in their own proper Person or Persons; **And** the said *M. H.* doth for himself, &c. hereby covenant, grant and agree, to and with the said *C. P.* her, &c. that neither he nor the said *E.* nor either of them, shall revoke or alter this Grant or Power by these Presents granted or made, until he or they, or one of them, shall have fully paid and satisfied unto the said *C. P.* her, &c. the said Sum of 2000*l.* with lawful Interest for the same. **In Witness**, &c.

*A Counter Security to a Surety upon two Bonds, also a Security to the said Surety for 550*l.* due to him upon the Ballance of a stated Account.*

THIS Indenture, &c. **Between** *W. S.* of, &c. Esq; of the one Part, and *J. B.* Serjeant at Law of the other Part. **Whereas** the said *J. B.* as a Surety for the said *W. S.* and with him under and for his proper Debt, is and standeth bound unto *E. P.* of, &c. by Bond, in the Penal Sum of 800*l.* or some such Penalty, conditioned for the Payment of 400*l.* and Interest, at a Day now past; and the said *J. B.* as a Surety for the said *W. S.* and with him by Bond, bearing even Date with these Presents, is and standeth bound unto *C. P.* and *M. P.* of, &c. Spinster, in the Penal Sum of 600*l.* conditioned for the Payment of 300*l.* and Interest, on the several Days therein mentioned: **And whereas** upon an Account this Day made up and stated by and between the said *W. S.* and *J. B.* there appears to be due and owing from the said *W. S.* unto the said *J. B.* the Sum of 550*l.* **Now this Indenture witnesseth**, that as well for the indemnifying and saving harmless the said *J. B.* his Heirs, Executors and Administrators, of, from and against the said Suretiships, as also for securing the Payment of the said Sum of 550*l.* and Interest, unto the said *J. B.* his Executors and Administrators, **He** the said *W. S.* **hath** demised, granted, and by these Presents **Doth**, &c. unto the said *J. B.* his Executors, Administrators and Assigns, **All** that the Rectory, &c. of *R.* in, &c. and all those Messuages, &c. **To have and to hold** the said Rectory, &c. unto the said *J. B.* his Executors, Administrators and Assigns, for and during the Term of 99 Years, if *E. B.* and *M. B.* Daughters of the said *J. B.* and *A. B.* Son of the said *J. B.* or any or either of them shall so long happen to live; **And to have and to hold** the said Tenements called, &c. unto the said *J. B.* his, &c. for and during the Term of 99 Years, if the said *M. B.* and *A. B.* or either of them shall so long happen to live; the said Term to commence and begin immediately from, &c. *Subject* to and yielding and paying from and after

after the Commencement of the Term hereby granted, the like Rent, Suits and Services as now payable for the same; **And to have and to hold** the said Tenements called, *S. &c.* and *M.*'s Tenements, unto the said *J. B.* his Executors, Administrators and Assigns, for and during the Term of 99 Years, if the said *A. B.* shall so long happen to live, the said Term to commence and begin immediately from and after the Determination of the respective Estates and Interests, now or late of *Mr. B. F.* by Lease or Leases thereon respectively to come and unexpired; *Subject* to and yielding and paying, from and after the Commencement of the Term hereby granted, the like Rents, Suits and Services, as now payable for the same respectively; **And to have and to hold** the said Tenement called *R.*'s Tenement, unto the said *J. B.* his Executors, Administrators and Assigns, for and during the said Term of 99 Years, if the said *M. B.* and *A. B.* or either of them shall so long happen to live; the said Term to commence and begin immediately from and after the Death of *P. S.* Widow; **And to have and to hold** the said Messuages, Barton and Farm of *W.* unto the said *J. B.* his Executors, Administrators and Assigns, for and during the Term of 99 Years, if the said *M. B.* and *A. B.* or either of them shall so long live, the said Term to commence and begin immediately from, *&c.* **Provided always**, that if the said *W. S.* his, *&c.* shall on or before, *&c.* pay the said 400 *l.* and Interest to the said *E. P.* and the said 300 *l.* and Interest to the said *C. P.* and *M. P.* and in the mean Time, shall and do save harmless and keep indemnified the said *J. B.* his Heirs, Executors and Administrators, of, from and against the said Suretiship, and Bonds and Interest thereby secured; and also shall and do well and truly pay, or cause to be paid unto the said *J. B.* his Executors or Administrators, the said Sum of 550 *l.* with Interest for the same, on or before the 24th Day of, *&c.* then this present Indenture, and the Estates hereby made and granted, shall cease, determine and be utterly void. **And** the said *W. S.* for himself, *&c.* doth covenant, *&c.* to and with the said *J. B.* his, *&c.* by, *&c.* that the said *W. S.* his, *&c.* shall and will well and truly pay, *&c.* unto the said *C. P.* and *M. P.* the said Sum of 300 *l.* and Interest, and unto the said *E. P.* the said Sum of 400 *l.* and Interest, and unto the said *J. B.* the said Sum of 550 *l.* and Interest, according to the Purport of the above written Proviso, and in Discharge thereof; **And** that he the said *W. S.* since his Intermarriage with his late Wife, hath not made, done or committed any Act, Matter or Thing whatsoever, whereby the Premises, or any of them, are, shall or may be impeached or incumbered in Title, Charge, Estate, or otherwise howsoever. **In Witness, &c.**

A further Security of J. B.'s Money, (mentioned in the last Precedent,) and to indemnify him, &c. by enabling such as shall be in Possession after his Decease, to pay, &c. after which he makes an Appointment of Portions to his Children, pursuant to a Marriage Settlement.

To all, &c. I *W. S.* of, *&c.* send Greeting. **Whereas** by Indenture bearing even Date with these Presents, I have demised and granted unto *J. B.* Serjeant at Law, certain Terms for Years of and in the Rectory, *&c.* by way of Mortgage, and as a Security for Money, and to indemnify him against certain Suretiships for me, in Manner as therein mentioned: **And whereas** I have Issue now living by my said Wife, three Sons and two Daughters, and by the Settlement of my Estate which I made upon my Marriage with my late Wife, I have Power to limit and appoint any Sum or Sums of Money for the Portion or Portions of such younger Son and Sons, Daughter and Daughters, not exceeding in the whole the Sum of 7000 *l.* with such reasonable Maintenances for them as I should think fit: **Now know ye**, that in Pursuance and Execution of the said Power, and all other Powers enabling me thereunto, and minding and intending the due Payment of my Debt to the said *J. B.* and his Indemnity against such Suretiships as aforesaid; and for the better enabling such Issue Male of my Body on the Body of my late Wife begotten, as shall enjoy my Estate under my said Marriage Settlement after my Death, to discharge, satisfy and pay what shall remain due on the above mentioned Mortgage at my Death, if any Thing shall then remain due thereon; and in case such Issue Male of mine and my late Wife's Bodies begotten, who shall for the Time being come to the Possession of the Freehold of the said Estate, shall so satisfy and pay what shall then remain due on the said Mortgage, and indemnify the said *J. B.* his Heirs, Executors and Administrators, against the said Suretiships, and in the mean Time, ratify and confirm the several Estates and Terms so demised and granted, subject to Redemption as aforesaid; then and in such case, I **Do** by these Presents limit and appoint 1000 *l.* a-piece to each of my younger Sons, 1500 *l.* a-piece to each of my Daughters for their Portions, when and if they respectively attain the Age of 21 Years, with such Maintenances in the mean Time as they the Trustees of and in my said Marriage Settlement named, or the major Part of them, shall think fit; **But** if such Issue Male of mine and my late Wife's Bodies begotten, who for the Time being shall come to the Possession of the Freehold of

of the said Estate, shall impeach the Validity of my said Demise and Grant, in Part or in the whole, or shall refuse to ratify and confirm the same, or to satisfy and pay what shall remain due thereon; then I do hereby limit and appoint 1500 *l.* a-piece to each of my younger Sons, and 2000 *l.* a-piece to each of my Daughters for their Portions, when and if they respectively attain the Age of 21 Years, with Maintenance in the mean Time as the said Trustees shall think fit, provided that none of the said Portions shall be payable sooner than at the End of one Year after my Death. **In Witness, &c.**

That mortgaged Premises and a Judgment shall be to the Creditor on both as Security for a further Sum lent on a Bond, and also a Lease and Judgments of the Debtor.

Mortgage. **THIS Indenture, &c.** Between *S. F.* of, &c. of the one Part, and *G. G.* of, &c. of the other Part. **Whereas** in and by Indentures of Lease and Release, &c. and made between the said *S. F.* of the one Part, and the said *G. G.* and *R. G.* of, &c. of the other Part, the said *S. F.* for the Consideration of the Sum of 1200 *l.* of, &c. paid to him by the said *G. G.* hath granted and released unto and to the Use of the said *G. G.* and *R. G.* and their Heirs; *In Trust nevertheless* for the said *G. G.* and his Heirs, *All, &c.* in the said Indentures of Lease and Release particularly mentioned, and situate, &c. *Subject nevertheless* to a Proviso or Condition in the said Indenture of Release contained for making void the same upon Payment of 1200 *l.* and Interest, unto the said *G. G.* his Executors, &c. upon, &c. then next following, by the said *S. F.* his Heirs, &c. as in and by the said recited Indentures of Lease and Release, &c. Relation, &c. **Judgment.** **And whereas** the said *G. G.* in *Hilary* Term last past, in his Majesty's Court of King's Bench at *Westminster*, obtained a Judgment against the said *S. F.* for 2400 *l.* Debt, and 53 *s.* for Damages and Costs of Suit, as by the Records of the said Court it doth fully appear, which said Judgment was for the better securing the Payment of the said 1200 *l.* Mortgage Money, and the Interest thereof: **Both unpaid.** **And whereas** the said 1200 *l.* Principal Money, or any Part thereof, was not paid to the said *G. G.* upon the said, &c. or at any Time since, whereby the said Mortgage and Judgment became absolute in Law: **Bond:** **And whereas** the said *S. F.* has borrowed of the said *G. G.* the further Sum of 500 *l.* of, &c. and, for the Security of the Repayment thereof with Interest, has entered into one Bond or Obligation, bearing even Date with these Presents, of the Penalty of 1000 *l.* conditioned for the Payment of the said Sum of 500 *l.* and Interest, unto the said *G. G.* his Executors, &c. upon, &c. as in and by, &c. **Now this Indenture witnesseth,** that the said *S. F.* for himself, his Heirs, &c. doth hereby declare and agree to and with the said *G. G.* his Executors, &c. that the said recited Mortgage and Judgment shall from henceforth stand and be a Security unto the said *G. G.* his Executors, &c. as well for the said Sum of 500 *l.* and Interest upon the said Bond, as for the said 1200 *l.* and Interest upon the said Mortgage and Judgment, and that the said *G. G.* and *R. G.* or either of them, their or either of their Heirs or Assigns, shall not be compellable to part from the said mortgaged Premises, or any Part thereof; nor shall the said Judgment be vacated or destroyed, until not only the said 1200 *l.* and Interest upon the said Mortgage and Judgment, but also the Sum of 500 *l.* due upon the said Bond, and all Interest to grow due for the same, be duly paid and satisfied unto the said *G. G.* his Executors, &c. **Recital of Lease.** **And whereas** in and by one Indenture of Lease, bearing Date, &c. between *W. F.* of, &c. of the one Part, and *E. G.* of, &c. of the other Part, the said *W. F.* for the Considerations therein mentioned, *Did* grant, bargain, sell, demise, and to Farm let unto the said *E. G.* his Executors, from, &c. unto the full End and Term of 99 Years, if the said *W. F.* shall so long live, at the yearly Rent only of one Pepper-Corn, several, &c. in the same Indenture of Lease mentioned and expressed: **Assignment.** **And whereas** in and by Indenture, dated, &c. between the said *E. G.* of the one Part, and the said *S. F.* of the other Part, the said *E. G.* for the Consideration therein mentioned, *Hath* granted and assigned unto the said *S. F.* his Executors, &c. for the Residue of the said Term of 99 Years, if the said *W. F.* shall so long live, *All* and singular, &c. as in and by the said Indenture of Lease, and the said Indenture of Assignment, Relation, &c. **Judgments.** **And whereas** before the making of the said recited Indenture of Lease, two several Judgments were obtained by the said *S. F.* against the said *W. F.* for two greater Sums of Money, which said Judgments are still in force, and the said *S. F.* hath received no Satisfaction for the same or any Part thereof, upon which said Judgments there is due unto the said *S. F.* the Sum of 800 *l.* and upwards: **2d Consideration.** **Now this Indenture further witnesseth,** That for the further and better securing of the Payment of the said 1200 *l.* and Interest, and 500 *l.* and Interest, unto the said *G. G.* his Executors, &c. and in Consideration of the Sum of 5 *s.* of, &c. to the said *S. F.* in Hand paid by the said *G. G.* the Receipt whereof, &c. **Assignment.** **He** the said *S. F.* hath granted, assigned and transferred, and by these Presents **Doth,** &c. unto the said *G. G.* the said last recited Indenture of Lease, and the said recited Indenture of Assignment, and all and singular,

singular, &c. in the same Indentures of Lease and Assignment, particularly mentioned and expressed and situate, &c. **To have and to hold** the same unto the said G. G. his Executors, &c. from henceforth, for and during all the Residue and Remainder of the said Term of 99 Years if the said W. F. shall so long live. **And also** for the further and better securing the Payment of the said 1200*l.* and Interest, and 500*l.* and Interest, unto the said G. G. his Executors, &c. **He** the said S. F. **hath** assigned and transferred, and by these Presents **Doth**, &c. unto the said G. G. his Executors, &c. to his and their own Use and Benefit, the said two Judgments obtained by the said S. F. against the said W. F. and all Extents thereupon had or to be had, and all Benefit, Profit and Advantage to be had, made or obtained by Virtue of the said Judgments or either of them, with full Power and Authority for him the said G. G. his Executors, &c. to extend or put in Execution the said Judgments or either of them. (*Equity of Redemption reserved in S. F. Proviso for S. F.'s quiet Enjoyment of the Premises in the said last recited Lease and Indenture of Assignment mentioned, until Default of Payment.*) **In Witness**, &c.

Composition.

A Deed of Composition of Creditors with a Debtor, granting a Time for Payment of the Composition Money, and a Freedom from Arrests, &c. with a Proviso in case of Default.

T**D** all, &c. **We** whose Hands and Seals are hereunto subscribed Creditors, or authorised by and subscribing for Creditors of G. H. of &c. send Greeting. **Whereas** the said G. H. by reason of several Losses and otherwise, is not able to make full Payment and Satisfaction of and for the Debts, Sum and Sums of Money, wherein he now standeth indebted unto us, or to those for whom we subscribe; but doth propose and offer to pay and secure unto each and every of us, his said Creditors, the Sum of 14*s.* for every Pound or 20*s.* which he now oweth unto each and every of the said Creditors respectively, in full Payment and Satisfaction of all and every of our Debt and Debts: **Now know ye**, That we the said Creditors of the said G. H. do hereby for ourselves severally and respectively, our respective Partners, Executors, Administrators and Assigns, covenant, promise and agree, to and with the said G. H. his Executors and Administrators, that in Case the said G. H. do and shall, on or before the 21st Day of July next, pay or cause to be paid unto each and every of us the said Creditors, Parties hereunto, the Sum of 5*s.* in the Pound, Part of the said 14*s.* for every Pound or 20*s.* respectively due unto us; and also on or before, &c. pay, &c. unto, &c. the further Sum of 5*s.* in the Pound, further Part of the said 14*s.* for every Pound or 20*s.* respectively due unto us and each and every of us; and also on or before, &c. pay, &c. unto, &c. the further Sum of 4*s.* in the Pound, the Residue and in full Payment of the said 14*s.* for every Pound or 20*s.* respectively due unto, and so agreed to be taken and accepted by us and each and every of us as aforesaid; that then and in such case we the said Creditors who have hereunto subscribed our Names, our respective Executors, Administrators, Partners and Assigns, shall and will accept and take such several Payments, payable in Manner aforesaid, in full of our respective Debt and Debts, Dues and Demands, due and owing to us and each and every of us aforesaid: **And also** upon full Payment of all such said several Payments, payable in Manner as aforesaid, to us and each of us respectively, We the said Creditors, our respective Executors, Administrators, Partners and Assigns, shall and will severally and respectively seal and execute to and to the Use of the said G. H. his Executors and Administrators, a good and sufficient general Release or Releases in the Law, of all Actions, suits, Bills, Bonds, Accounts, Debts, Dues and Demands whatsoever, from the beginning of the World to the Day of the Date of these Presents. **Provided always**, That in case the said G. H. shall fail or neglect to pay or cause to be paid unto us, and each and every or any of us, all or any Part of the said several Payments, on the several Days and Times above limited, expressed and appointed for Payment thereof, contrary to the true Intent and Meaning of these Presents; that then, and at all Times thereafter, it shall and may be lawful to and for the said Creditors, Parties to these Presents, to make void these Presents; and that then and from thenceforth these presents shall cease, determine and be utterly void; any thing herein contained to the contrary thereof in any wise notwithstanding. **And** we the said Creditors, Parties to these Presents, for ourselves, our Executors, Administrators, Partners and Assigns, **Do** further covenant and agree to and with the said G. H. **That** we nor any of us, our Executors, Administrators, Partners and Assigns, shall not, nor will, during the Time or Term hereby granted for Payment of the said several

Offer to pay
14*s.* per
Pound.

The Creditors
covenant that
in case —
in the Pound
be paid by
such a Day,
&c. it shall
be in full.

And upon
such Payment
they shall sign
Releases.

Proviso, that
in case of De-
fault these
Presents to be
void.

The Creditors
during the
Time given
for Payment
ral

they will not
arrest the
Debtor.

These Pre-
sents a Dis-
charge.

ral Sums on the Days appointed for Payment thereof, as aforesaid, or until Breach or Failure of Payment thereof, or of some Part thereof, in Manner aforesaid, arrest, sue, attach, implead or otherwise trouble the said G. H. his Goods or Chattels, but shall and will permit and suffer him to go free and at liberty, without any Molestation, for and until the Time or Term hereby granted for Payment of the said several Sums on the Days appointed for Payment thereof, or for and until Breach or Failure of Payment thereof, or of some Part thereof, in Manner as aforesaid. **And we do hereby agree**, That these Presents shall be a free and absolute Discharge from all Actions and Suits already commenced or to be commenced during the Time or Term aforesaid. **In Witness whereof** we the said Creditors of the said G. H. have hereunto set our Hands and Seals this — Day of —, &c.

A Deed of Composition of a Judgment Creditor with a Reduced Debtor.

Recitals.
Of a Judg-
ment reco-
vered by the
Testator a-
gainst J. B.
for 2500 l.

Due thereon
at Testator's
Death 1544 l.
8 s. 5 d. 1/2.
The Balance
now Due
1444 l. 5 s.
7 d.

The Debtor
by Losses is
rendered un-
able to pay
the whole.

The Creditor
being satisfied
thereof, agrees
to compound,
and accept
800 l. Half
to be paid
down, and the
Residue at fe-
veral Times.

Consideration.
Half paid
down.

Covenant to
pay the Com-
position
Money.

Declaration
that the Judg-

THIS Indenture, made, &c. Between R. J. of, &c. Merchant, Son and sole Ex-
ecutor of the last Will and Testament of R. J. late of L. Merchant, deceased, of the one
Part, and J. B. of &c. of the other Part. **Whereas** the said R. J. deceased, did in—
Term, which was in the — Year, &c. recover Judgment in the Court of K. B. at *Westmin-*
ster against the said J. B. for 2500 l. Debt on Bond, beside Costs of Suit, as by the Records
of the same Judgment may appear. **And Whereas** upon the Death of the said R. J. de-
ceased, which happened on, &c. the Balance then due to the said R. J. deceased, from the
said J. B. on the Security of the said Judgment was 1544 l. 8 s. 5 d. 1/2. **And whereas** the
said J. B. by several Payments has discharged Part of the said Debt, so that now the Bal-
ance due from the said J. B. to the said R. J. (Party hereto) as Executor of his said late
Father, doth amount to the Sum of 1444 l. 5 s. 7 d. and no more. **And whereas** the said
J. B. by Reason of many Losses and Misfortunes in the World, is utterly unable to pay the
said whole Debt now owing from him to the said R. J. (Party hereto) or to give any other
Satisfaction for the same, other than as herein after mentioned: **Wherefore** the said R. J.
(Party hereto) being satisfied of the Inability of the said J. B. to pay the said whole Debt,
and in Compassion to his said Circumstances and Losses, is willing and hath agreed to com-
pound the said Debt, and to accept of the Sum of 800 l. in full Satisfaction of the said
Debt, to be paid in Manner following, *viz.* the Sum of 400 l. Part of the said 800 l. to be
paid down upon the Execution of these Presents; and the Sum of 400 l. Residue of the said
800 l. to be paid at several Payments at the several Days herein after covenanted for the Pay-
ment of the same: **Now this Indenture witnesseth**, That in Pursuance of the said
Agreement, and for and in Consideration of the said Sum of 400 l. of, &c. to the said
R. J. (Party hereto) in Hand, &c. by the said J. B. at, &c. the Receipt, &c. **He** the said
R. J. (Party hereto) for himself, &c. doth covenant with the said J. B. his Heirs, &c. that
if the said J. B. his, &c. shall well and truly pay or cause to be paid unto the said R. J.
(Party hereto) his, &c. the Sum of 400 l. Residue of the said Sum of 800 l. in such Man-
ner, by such Proportions, and at the several Days and Times herein after covenanted for the
Payment of the same, according to the true Meaning of these Presents; that then he the said
R. J. (Party hereto) his, &c. shall and will, at the Request and Charges of the said J. B.
his, &c. seal and execute a sufficient Warrant of Attorney for the entering up Satisfaction
upon the Record of the said Judgment; **And** shall and will also at the same Time give, seal
and execute, a sufficient general Release and Discharge unto the said J. B. his, &c. of all
Debts, Dues and Demands whatsoever, by him the said J. B. owing or payable to the said
R. J. (Party hereto) as Executor of his said late deceased Father, or otherwise, from the
Beginning of the World until the Day of the Date of such intended general Release or Dis-
charge; **And shall** likewise at the same Time deliver up the said Bond to the said J. B. his,
&c. to be cancelled. **But in Default** of Payment of the said several Sums of 100 l.
100 l. 100 l. and 100 l. herein after covenanted to be paid, or any of them, or any Part of
them or any of them, that then it shall and may be lawful to and for the said R. J. (Party
hereto) his Executors or Administrators, to sue out Execution upon the said Judgment, so far
forth as to recover the said four several Sums of 100 l. 100 l. 100 l. and 100 l. with all Costs
and Damages which shall happen to arise or accrue by Reason of the Non-payment of the
said Monies or any Part thereof, according to the true Intent and Meaning of these Pre-
sents. **And** the said J. B. for himself, his Heirs, &c. in further Pursuance of the said Agree-
ment of Composition, doth covenant with the said R. J. (Party hereto) his Executors and
Administrators, by these Presents, that he the said J. B. his Heirs, Executors or Administra-
tors, shall and will well and truly pay, &c. unto the said R. J. (Party hereto) his Execu-
tors, &c. the said Sum of 400 l. Residue of the said 800 l. in Manner following, *viz.*
the Sum of 100 l. Part thereof, on, &c. the Sum of 100 l. other Part thereof, on, &c. &c.
(all the said Payments to to be made at the common Dining Hall of *Gray's Inn* in the County
of *Middlesex*). **And** it is hereby agreed by and between the said Parties to these Presents,
and the said R. J. (Party hereto) for himself, his Heirs, &c. doth covenant, agree and de-
clare,

clare, to and with the said *J. B.* his Heirs, &c. by, &c. that the said Judgment shall be and remain only as a Security for the true Payment of the said Sum of 400 *l.* according to the said Covenant of the said *J. B.* for Payment of the same; and that the said Judgment shall be never made use of for any other Purpose whatsoever than for securing and recovering the said last mentioned Sum of 400 *l.* and that no Execution or other Proceeding whatsoever shall be taken out or had thereupon, until Default of Payment of the same 400 *l.* or some Part thereof, contrary to the true Meaning of the said Covenant for Payment of the same. In Witness, &c.

Confirmation.

Deed of Confirmation of Indentures of Lease and Release, made by way of Mortgage for securing the Payment of a Sum of Money.

THIS Indenture made, &c. Between *J. P.* of, &c. Woollen-draper, on the one Part, and *H. F.* Citizen and Vintner of London, and *J. J.* of London Hosier, on the other Part: **Whereas** by Indentures of Lease and Release, bearing Date on or about the two and twentieth and three and twentieth Days of, &c. made or mentioned to be made between *C. E.* of, &c. Woollen-draper, only Son and Heir of *W. E.* late of, &c. Yeoman deceased, and *M.* his Wife also deceased, on the one Part, and the said *J. P.* on the other Part; (reciting as therein is recited) the said *C. E.* for the better securing the Payment of the Sum of, &c. then due and owing from him to the said *J. P.* on Bond, bearing Date, &c. and the Interest then due, and which should thereafter grow due for the same, and also in Consideration of five Shillings to him in Hand paid by the said *J. P.* did bargain, sell, release and confirm unto the said *J. P.* **All** that one Messuage or Tenement formerly in the Tenure or Occupation of *W. P.* afterwards of *N. E.* or his Assigns, situate lying and being, &c. and one Barn, one Stable, &c. containing all together by Estimation, &c. more or less, to the said Messuage or Tenement belonging or appertaining, or to or with the same used or enjoyed, situate, lying and being at, &c. aforesaid. **And also** all that one other Messuage or Tenement formerly erected by the said *W. E.* wherein one, &c. dwelt, and one Barn, one Stable, &c. to the said Messuage or Tenement belonging or appertaining, called, &c. all which said last mentioned Messuage or Tenement and Premises are situate, lying and being at, &c. and were formerly in the Tenure or Occupation of, &c. **And also** the Reversion in Fee, expectant from and after the Death of *E. J.* Widow, formerly the Wife of, &c. and all other Reversion and Reversions, Remainder and Remainders whatsoever, of and in all that Messuage or Tenement, with the Barns, Stables, Buildings, Yards, Gardens, Orchards and Appurtenances commonly called, &c. or by what other Name or Names soever the same is known or called. **And also** the Reversions in Fee, expectant from and after the Death of the said *E. J.* and all other Reversion and Reversions Remainder and Remainders whatsoever, of and in all that Croft or Piece of Ground, with the Appurtenances commonly called, &c. being planted with Fruit-Trees, containing by Estimation, &c. (more or less) which said last mentioned Messuage, Land and Premises are situate and being in, &c. late in the Occupation of, &c. together with all Ways, Easements, Woods, Underwoods, Timber-Trees, Commons, Common of Pasture, Profits, Liberties, Advantages, Hereditaments and Appurtenances whatsoever, to the said several Messuages and Tenements, Lands Hereditaments and Premises before mentioned, and to every or any of them belonging or in any wise appertaining, or to or with the same had, reputed, used, occupied or enjoyed, as Part, Parcel or Member thereof. **To have and to hold** all and singular the Premises to the said *J. P.* his Heirs and Assigns to the only proper Use and Behoof of the said *J. P.* his Heirs and Assigns for ever, **Under** a Proviso nevertheless to be void on the Payment of the said Sum of, &c. due on the said Bond, and the Interest then due, and which should grow due on the same, on the three and twentieth Day of *January* then next following, as by the said Indentures of Lease and Release, Relation being thereunto had, may more fully appear; which Money was not paid according to the said Proviso, or at any Time since, whereby the Estate of the said *J. P.* of and in the said Premises became absolute in the Law, subject nevertheless in Equity to be redeemed on Payment of the said Principal Money and Interest. **Now this Indenture witnesseth**, That the said *J. P.* for and in Consideration of five Shillings of lawful Money of *Great Britain*, to him in Hand paid by the said *H. F.* and *J. J.* at or before Sealing and Delivery of these Presents, the Receipt whereof he doth hereby acknowledge, and for other good Causes and Considerations him hereunto moving, hath bargained, sold, released and confirmed, and by these Presents doth bargain, sell, release and confirm unto the said *H. F.* and *J. J.* (in their actual Possession now being by Virtue of a Bargain

ment shall remain only a Security for 400 *l.*

Recital of the Indentures of Lease and Release.

The Premises, being several Messuages;

And also several Reversions in Fee.

Habendum in Fee, under Condition to be void on Payment of a Sum of Money,

which not being paid, the Estate became absolute.

Covenant of Release and Confirmation.

Habendum in Fee.

In Trust for the Releasors, to the Intent the Premises may be disposed of, &c.

Bargain and Sale thereof to them made by the said *J. P.* by Indenture bearing Date the Day next before the Day of the Date of these Presents, for the Term of one Year commencing from the Day next before the Day of the Date of the same Indenture, in Consideration of five Shillings to him paid by the said *H. F.* and *J. J.* and by Virtue of the Statute for transferring Uses into Possession) and to their Heirs and Assigns, all and singular the said Messuages, Lands, Tenements, Hereditaments and Premises, with the Appurtenances herein abovementioned, and all other the Messuages, Lands, Tenements and Hereditaments, in or by the said recited Indentures of Lease and Release, bargained, sold, released and confirmed, or meant, mentioned or intended so to be, and every Part and Parcel thereof, with their and every of their Rights, Members and Appurtenances, and also all the Estate, Right, Title, Interest, Use, Trust, Property, Profit, Benefit, Claim and Demand whatsoever, of him the said *J. P.* of, in or out of the same Premises, every or any Part or Parcel thereof, in any wise howsoever. **To have and to hold** the said Messuages, Lands, Tenements and Hereditaments, and all and singular other the Premises herein before mentioned, or intended to be hereby released, and every Part and Parcel thereof, with their and every of their Rights, Members and Appurtenances, unto the said *H. F.* and *J. J.* their Heirs and Assigns, to the Use and Behoof of the said *H. F.* and *J. J.* their Heirs and Assigns for ever. **In Trust** nevertheless, and to and for the only proper Use, Benefit and Behoof of the said *J. P.* his Heirs and Assigns, and to the Intent that the said hereby released Premises, with their Appurtenances, shall be conveyed and disposed of from Time to Time, as he or they shall direct or appoint, and to and for none other Use, intent or Purpose whatsoever. **In Witness, &c.**

Release and Confirmation of a Bargain and Sale for a Year, in Trust to sell the Premises for Payment of Debts, &c. with very Special Covenants.

The Considerations.

Covenant of Reale and Confirmation.

The Premises.

Habendum of Part of the Premises in Fee-simple.

Habendum of other Part for Life.

THIS Indenture made, &c. **Between** *C. P.* of the City of *London*, Linnen-Draper, of the one Part, and *A. B. C. D.* and *E. F.* three of the Creditors of the said *C. P.* of the other Part, **Witnesseth**, That the said *C. P.* for and in Consideration of several Debts and Sums of Money due and owing by him and *C. H.* his late Copartner, to the said *A. B.* and *C. D.* and *E. F.* and several other their Creditors, who are Parties to a certain Tripartite Indenture, bearing even Date with these Presents, made between the said *C. H.* and *C. P.* on the first Part, the said *A. B. C. D.* and *E. F.* on the second Part, and *W. A.* and Company, and several other Persons, Creditors of the said *C. H.* and *C. P.* on the third Part, and in Consideration of five Shillings of lawful Money of *Great Britain*, by them the said *A. B. C. D.* and *E. F.* to him in Hand paid, at or before the Sealing and Delivery of these Presents, the Receipt whereof is hereby acknowledged, and for divers other good Causes and Considerations him thereunto moving, **hath** bargained, granted, sold, aliened, released and confirmed, and by these Presents doth absolutely grant, bargain, sell, alien, release and confirm, unto the said *A. B. C. D.* and *E. F.* (in their actual Possession now being, by Virtue of a Bargain and Sale to them thereof made for one whole Year, by Indenture bearing Date the Day next before the Day of the Date of these Presents, in Consideration of five Shillings by them paid to the said *C. P.* and by force of the Statute for Transferring Uses into Possession,) and to their Heirs and Assigns, **All that** (put in the Lease *pro Anno usque*) and the Reversion and Reversions, Remainder and Remainders, Rents, Issues and Profits, of all and singular the Premises, and of every Part and Parcel thereof, and all the Estate, Right, Title, Interest, Use, Trust, Equity of Redemption, Property, Profit, Claim and Demand whatsoever of him the said *C. P.* of, in, to or out of the Premises in any wise howsoever, and also all Deeds, Evidences and Writings whatsoever, touching or concerning the Premises or any Part thereof, now in the Custody or Power of him the said *C. P.* or of any other Person or Persons to his Use, or which he can or may come by without Suit in Law, all which said Lands and Premises in, &c. and the said Tithes and Premises, with the Appurtenances in, &c. were given and devised to the said *C. P.* and his Heirs for ever, and the said Lands and Premises in the said County of, &c. were given and devised unto the said *C. P.* for and during his own Life and the Life of *W. F. Jun.* and the Survivor of them in and by the last Will and Testament of his Father *C. P.* late of, &c. deceased. **To have and to hold** the said Closes or inclosed Grounds, within the Lordship, precincts and Territories of, &c. with the Appurtenances, and every Part thereof, and all and singular the said Tithes, and all other the Premises, situate and being in, &c. aforesaid, with their and every of their Appurtenances, lying in the said County of, &c. unto the said *A. B. C. D.* and *E. F.* their Heirs and Assigns, to the only proper Use and Behoof of the said *A. B. C. D.* and *E. F.* their Heirs and Assigns for ever. **And to have and to hold** the said Lands, Tenements, Hereditaments and Premises, situate, lying, and being in the said County of, &c. with their Appurtenances, unto the said *A. B. C. D.* and *E. F.* their heirs and Assigns, for and during the

natural Lives of the said *C. P.* and *W. F.* and the Life of the longer Liver of them, to the only proper Use and Behoof of the said *A. B. C. D.* and *E. F.* for and during the natural Life of the said *C. P.* and *W. F.* and the Life of the longer Liver of them, under the yearly Rent of, &c. and, &c. payable to the Bishop of *Lincoln*, of whom the said Lands and Premises in the said County of, &c. are holden, **In Trust** nevertheless, and to the Intent and Purpose, that the said *A. B. C. D.* and *E. F.* and the Survivors or Survivor of them, and the Heirs of such Survivor, shall with all convenient Speed, sell and dispose of the said Messuages, Lands, Tenements, Tithes and Hereditaments, with their Appurtenances herein before mentioned, or intended to be hereby released, either together or in Parcels, for the best Rates or Prices that can or may reasonably be had or obtained for the same. **And** that out of the Money arising by such Sale, and by the Rents and Profits till Sale, the said Trustees shall, in the first Place, pay off and satisfy all such Sum and Sums of Money as are due and owing to any Person or Persons by way of Mortgage on the said released Premises, or any Part thereof, together with all such Costs, Charges and Expences as shall arise or happen by reason or on Account of the said Mortgages, or touching the Sale or Disposition of the said released Premises, and that the clear Remainder of the said Money shall be paid, applied and disposed of in such Manner, and to and for such Uses, Intents and Purposes as are mentioned, expressed and appointed, in or by the above mentioned Tripartite Indenture, bearing even Date with these Presents. **Provided always**, and it is hereby agreed and declared to be the Intent and Meaning of these Presents, and of the Parties hereunto, **That** no Person or Persons, who shall purchase the said hereby released Premises, or any Part thereof, and shall pay the Purchase Money or any Part thereof, to the said Trustees or any of them, or the Survivors or Survivor of them, or the Heirs of such Survivor, shall be in any wise answerable or accountable to the Creditors, Parties to the said Tripartite Indenture or any of them, for what shall be so paid, although it should happen that the Money so paid, or any Part thereof, should not be applied and disposed of by the said Trustees or any of them, according to the true Intent and Meaning of the said Tripartite Indenture; but every such Purchaser, and the Premises by him, her or them purchased, shall be for ever freed and discharged from all Claims and Demands of the said Creditors, or any of them, touching such Purchase Money so paid to the said Trustees or any of them, as aforesaid. **And** the said *C. P.* doth hereby for himself, his Heirs, Executors and Administrators, and for every of them, covenant, promise, grant and agree, to and with the said *A. B. C. D.* and *E. F.* their Heirs and Assigns, and each and every of them, in manner following, (that is to say) That he the said *C. P.* for and notwithstanding any Act, Matter or Thing by him the said *C. P.* or by any other Person or Persons, by or with his Privy, Knowledge, Consent or Procurement, made, done, committed, or wittingly or willingly suffered to the contrary, (except as herein after is excepted) now hath in himself good Right, full Power, and lawful and absolute Authority, to release, assure and convey, all and singular the said hereby released Premises, with their Appurtenances, and every Part thereof, unto the said *A. B. C. D.* and *E. F.* their Heirs and Assigns, in Manner and Form aforesaid. **And** that the said hereby released Premises, and every Part thereof, now are, and so from Time to Time, and at all Times hereafter, shall remain, continue and be unto the said *A. B. C. D.* and *E. F.* their Heirs and Assigns as aforesaid, free and clear, and freely and clearly exonerated, discharged and saved harmless, of and from all and all manner of former and other Gifts, Grants, Bargains, Sales, Uses, Leases, Mortgages, Dowers, Thirds, Wills, Entails, Extents, Judgments, Executions, Statutes, Recognizances, and of and from all Manner of Estates, Titles, Troubles, Charges, Incumbrances, Claims and Demands whatsoever, had, made, levied, executed, committed, done or suffered by him the said *C. P.* or any other Person or Persons whatsoever, lawfully claiming or to claim, by, from or under him, or by or with his Privy, Knowledge, Consent or Procurement, **Except** certain Indentures of Lease and Release by way of Mortgage, bearing Date on or about, &c. made by the said *C. P.* to *T. C.* of *London*, Widow, and the Indorsement on the Back of the said Release. **And also** except certain other Indentures of Lease and Release by Way of Mortgage, bearing Date, &c. made by the said *C. P.* to the above named *W. A.* by the Name of *W. A.* Citizen and Fishmonger of *London*. **And further**, That the said *A. B. C. D.* and *E. F.* their Heirs and Assigns, shall or may from Time to Time, and at all Times hereafter for ever, lawfully, peaceably and quietly, have, hold, use, occupy, possess and enjoy, all and singular the said hereby released Premises, with their and every of their Appurtenances, without any lawful Let, Suit, Trouble, Denial, Interruption, Eviction or Disturbance, of or by him the said *C. P.* his Heirs or Assigns, or any other Person or Persons whatsoever, claiming or to claim any Estate, Right, Title or Interest, in or to the Premises, or any Part thereof, by, from or under him, them, or any of them. **And also**, That the two Leases from the Right Reverend Father in God *Thomas*, late Lord Bishop of, &c. whereby the said hereby released Premises, lying in the said County of, &c. are

In Trust that the Releasees shall sell the Premises,

and payoff the Mortgages,

and dispose of the Remainder as directed in another Deed.

Provido to indemnify the Purchasers.

Covenant that the Releasee hath full Power to release,

and that the Premises are free from Incumbrances,

except two Indentures of Mortgage.

Covenant for quiet enjoyment.

Covenant that the Leases for Life are valid held, in the Law.

Confirmation.

Covenant to
make further
Assurance.

held, are good, valid and sufficient Leases in the Law, and now in being, of and for all the said Premises, with their Appurtenances, lying in the said County of *Huntingdon*, for and during the natural Lives of the said *C. P.* and *W. F.* and the Life of the longest Liver of them, and no ways surrendered, merged, or otherwise determined, forfeited or avoided. **And lastly**, That he the said *C. P.* his Heirs and Assigns, and all and every other Person and Persons whatsoever, lawfully having or claiming, or which may claim any Estate, Right, Title or Interest, of, in or to the said hereby released Premises, or any Part thereof, by, from or under him, shall and will, from Time to Time, and at all Times hereafter, at the reasonable Request, and at the proper Costs and Charges in the Law of them the said *A. B. C. D.* and *E. F.* their Heirs and Assigns, **Do**, make, acknowledge, execute and suffer, or cause to be done, made, acknowledged, executed and suffered, all and every such further and other lawful and reasonable Act and Acts, Thing and Things, Conveyances and Assurances in the Law whatsoever, for the further, better and more perfect assuring and confirming of all and singular the before released Premises, with their Appurtenances, and every Part and Parcel thereof, unto the said *A. B. C. D.* and *E. F.* their Heirs and Assigns, in Manner and Form aforesaid, as by the said *A. B. C. D.* and *E. F.* their Heirs or Assigns, or their or any of their Counsel learned in the Law, shall be reasonably devised, advised or required, so as such further Assurances contain no further or other Covenants than in these Presents are contained, and so as the Parties to make the same are not compelled or compellable to travel further than the Cities of *London* or *Westminster* for the doing thereof. **In Witness**, &c.

A Confirmation of purchased Premises by the Vendors to the Heir at Law of the Purchaser, whereby a Fine is covenanted to be levied, pursuant to a Covenant in the Purchase Deed.

Recital of a
Lease and Re-
lease, to *R. S.*
now deceased.

Covenant
therein to levy
a Fine to the
Use of the said
R. S.

Which Fine
is not yet
levied.

Now in Con-
sideration of
the Money
paid to *R. S.*
deceased, and
of 10*s.* now
by his Heir,
and of the said
Covenant for
further Assur-
ance.

THIS Indenture made, &c. **Between** *W. W.* of, &c. and *E.* his Wife, of the one Part, and *A. S.* of, &c. (surviving Brother and Heir, and also Devisee and Executor, named in the last Will and Testament of his Brother *R. S.* late of, &c.) of the other Part. **Whereas** by Indentures of Lease and Release, bearing Date, &c. and made, &c. **Between** the said *W. W.* and *E.* his Wife of the one Part, and the said *R. S.* of the other Part; for the Consideration of 200*l.* of lawful Money in the said Indenture of Release mentioned, and which was accordingly well and truly paid by the said *R. S.* to the said *W. W.* and *E.* his Wife, they the said *W. W.* and *E.* his Wife, **Did** grant, bargain, sell, release and confirm unto and to the Use of the said *R. S.* and his Heirs, **The Messuage**, &c. therein mentioned, and which are herein after intended to be granted, released, confirmed and conveyed; **And** by the said Indenture of Release, the said *W. W.* (amongst other Things) **Did** thereby covenant to and with the said *R. S.* and his Heirs, that he the said *W. W.* and *E.* his Wife, before the End of *M.* Term then next, would levy a Fine *sur Consuance*, &c. of the said Messuage, &c. unto the said *R. S.* **The Use** of which said Fine is thereby declared to be to the Use of the said *R. S.* his Heirs and Assigns for ever, as in and by, &c. **And whereas** the said Fine so covenanted to be levied as aforesaid, has not as yet been levied pursuant to the aforesaid mentioned Covenant for that Purpose; **Now this Indenture witnesseth**, That in Consideration of the said Sum of 200*l.* so paid by the said *R. S.* to the said *W. W.* and *E.* his Wife, as aforesaid, **And also** for and in Consideration of the Sum of 10*s.* of lawful Money to the said *W. W.* and *E.* his Wife, now in Hand paid by the said *A. S.* ar, &c. the Receipt of which said several Sums of 200*l.* and 10*s.* they the said *W. W.* and *E.* his Wife, do hereby respectively acknowledge, **And also** in Pursuance of a Covenant for further Assurance in the said recited Indenture of Release contained, and for other good, &c. they the said *W. W.* and *E.* his Wife, **Have** and each of them **Doth** granted, aliened, remised, released and confirmed, **And** by, &c. unto the said *A. S.* and his Heirs, (in his actual Possession and Seisin now being by Virtue of the before in Part mentioned Indenture of Lease or Bargain and Sale,) **All** that the said Messuage, &c. and the Reversion and Reversions, Remainder and Remainders, Rents, Issues and Profits of the said Premises; and also all the Estate, &c. either at Law or in Equity, of the said *W. W.* and *E.* his Wife, or of either of them, of, into or out of the said Messuage, &c. **To have and to hold** the said Messuage, &c. herein before mentioned and intended to be hereby granted and confirmed, with their and every of their Appurtenances, unto the said *A. S.* his Heirs and Assigns, **To the only Use** and Behoof of the said *A. S.* his Heirs and Assigns for ever. **And this Indenture further witnesseth**, That for the Considerations aforesaid, and also to the Intent to bar, dock and cut off all Estates-tail, Reversions, Remainders, Dower and Thirds, and particularly the Dower and Thirds of her the said *E.* the Wife of the said *W. W.* of and in the said hereby granted and released Hereditaments and Premises, and for the more perfect and absolute Conveying of the same Premises unto and to the Use of the said *A. S.* his Heirs and Assigns; **He** the said *W. W.*

W. W. for himself and his Heirs, and for the said *E.* his Wife and her Heirs, **Doth** covenant (to levy the Fine to the Use of *A. S.* his Heirs and Assigns for ever. See Release to levy a Fine, and Title Covenants.)

A Confirmation of a Rent-charge by charging the same on Part of another Estate, of which a Fine is covenanted to be levied, with suitable Proviso's, &c.

THIS Indenture Tripartite, made, &c. Between *W. S.* of, &c. Gent. of the first Part, *E. W.* of, &c. and *E.* his Wife, (one of the Daughters of the said *W. S.*) of the second Part, and *T. W.* of, &c. of the third Part. **Whereas** the said *W. S.* by his Indenture bearing Date some Time in or about the Month of *April* last past, and made, &c. between the said *W. S.* and *E. W.* (by the Name of *E. S.* of, &c. Spinster, one of the Daughters of the said *W. S.* by *E.* his late Wife,) of the one Part, and the said *E. W.* of the other Part, (Reciting as therein is recited for the Considerations therein mentioned,) Did give, grant and confirm unto the said *E. W.* his Heirs and Assigns for ever, one Annuity or yearly Rent-Charge of 40 *l.* per Annum of, &c. to be yearly issuing and going out of **All** that Messuage, &c. therein and hereafter mentioned, with their Appurtenances, situate, &c. To be had and received by the said *E. W.* and *E.* for and during their natural Lives, and after the Decease of the Survivor of them, by such Child and Children of the said *E. W.* by the said *E.* and in such Parts, Shares and Proportions, as the said *E. W.* by any Deed or Writing, or his last Will and Testament in Writing, should limit and appoint, to the Heirs of the Body and Bodies of such Child and Children; and for want of such Limitation or Appointment, by all and every the Child and Children of the said *E. W.* by the said *E.* his Wife, equally to be divided between them and the Heirs of the Body of such Child and Children; and for want of such Issue, by the Heirs and Assigns of the said *E. W.* for ever; **As in, &c. Now this Indenture witnesseth**, That as well for the better Granting, Conveying, Assuring, Ratifying and Confirming the said Annuity or yearly Rent-Charge of 40 *l.* per Annum, to the Uses and Intents in the said reciting or mentioned to be recited Indenture contained; as also for the Barring, Docketing, Discontinuing and Cutting off all and every Estate and Estates-tail, Intails, Reversion and Reversions, Remainder and Remainders, and all and every Estate and Estates whatsoever, had, made, created, raised, and now in Being, of, in and upon the Castle, Manors, Messuages, Lands, Tenements and Hereditaments herein after in these Presents mentioned; as also that the same Castle, Manors, Messuages, Lands, Tenements and Hereditaments herein after in these Presents mentioned; as also that the same Castle, &c. and every Part and Parcel thereof, with their Appurtenances, may be settled and assured, to the Uses, Intents and Purposes herein after mentioned, expressed and declared, **Do** the said *W. S.* **Doth** covenant, grant, promise and agree, to and with the said *T. W.* his Heirs, Executors, Administrators and Assigns by these Presents, in Manner, &c. That the said (*W. S.* shall levy a Fine of all the Parcels.) **And it is** further covenanted, granted, concluded and agreed, by and between the said Parties to these Presents, and it is their and the true Intent and Meaning of these Presents, and it is hereby declared to be, that the said Fine and Fines in Manner and Form aforesaid to be levied and acknowledged, or in any other Manner and Form whatsoever, and all and every other Fine and Fines heretofore had, levied and acknowledged, or hereafter to be had, levied and acknowledged, of or concerning the Premises aforesaid, or any Part thereof, and the full Force, Effect and Execution thereof, shall be and enure, and shall be construed, esteemed, adjudged and taken to be and enure, to the Uses, Behoofs, Intents and Purposes herein after mentioned, specified and declared, concerning the same, (that is to say) as for, touching and concerning the said Messuage, &c. (Part of the Premises) **To the Use**, Intent and Purpose, that he the said *E. W.* and his Assigns, for and during his natural Life, and after his Decease to the said *E.* his Wife and her Assigns, during her Life, and after the Decease of the Survivor of them the said *E.* and *E.* that such Child and Children of the said *E. W.* on the Body of the said *E.* begotten and to be begotten, in such Parts, Shares and Proportions, as he the said *E. W.* by any Deed or Deeds, Writing or Writings, or by his last Will and Testament in Writing, or any Writing purporting to be his last Will and Testament, by him duly executed in the Presence of three or more credible Witnesses, shall declare, limit or appoint, and the Heirs of the Body and Bodies of such Child and Children, **And** for want of such Declaration, Limitation or Appointment, **That** all and every the Child and Children of the said *E. W.* on the Body of the said *E.* begotten and to be begotten, equally Share and Share alike, and the Heirs of the Body and Bodies of such Child and Children, **And** for want of such Issue, **That** the Heirs and Assigns of the said *E. W.* shall and may have, and yearly and every Year for ever have, receive and take out of the said last mentioned Messuage, &c. one Annuity or yearly Rent-Charge or Sum of 40 *l.* of, &c. payable and to be paid upon the four most usual Feast-Days or Days of Payment in the Year, (that is to say,) &c. by even, &c.

Recitals.

Grant of Rent-Charge,

to Husband and Wife for Life,

afterwards to their Children as they should appoint, &c.

Now for better confirming said Rent-Charge,

and for cutting off Estates tail.

the Premises may be settled, &c.

W. S. covenants to levy a Fine.

The Uses thereof.

To Husband and Wife for Life, then to Children, &c.

Clause of Entry and Distress.

Proviso, that in case the Rent-Charge be behind, the Persons intituled by the recited Indenture to enter and receive Profits.

The Rent-Charge hereby secured to be deemed the same as granted by the recited Deed.

Ec. the first Payment, *Ec.* And to this further Use and Intent, that if the said Annuity or yearly Rent-Charge or Sum of 40*l.* or any Part thereof shall happen to be behind, unpaid and in Arrear, by the Space of 20 Days next after any of the said Feast-Days, or Days of Payment on which the same ought to be paid as aforesaid; that then and so often it shall and may be lawful to and for the said *E. W.* and *E.* his Wife, his, her and their Child and Children, Heirs and Assigns, that shall from Time to Time be intituled to the said Annuity or Rent-Charge, according to the true Meaning of the Presents, or of the said recited or mentioned to be recited Indenture, and his, her and their Assigns, into and upon the said last mentioned Messuage, *Ec.* or into or upon any Part or Parcel thereof, to enter and distrain for the said Annuity or yearly Rent-Charge or Sum, and for the Arrears thereof, and the Distress and Distresses then and there found to take, lead, drive and carry away and impound, or to secure the same on the Premises, and the same to detain and keep, or the said Distress and Distresses to sell and dispose of, and the Money arising by such Sale to detain and keep, until he, she or they shall be of the said Annuity or yearly Rent or Sum of 40*l.* and all Arrears thereof, together with the Charges of the said Distress, Detaining and Sale, fully satisfied and paid: **Provided always**, and it is hereby declared and agreed by and between all the said Parties to the Presents, that in case the said Annuity or yearly Rent or Sum of 40*l.* or any Part thereof, shall happen to be behind and unpaid by the Space of fifty Days next over or after any of the said Feasts or Days of Payment whereon the same ought to be paid as aforesaid, (being lawfully demanded); then and so often it shall and may be lawful to and for the said *E. W.* and *E.* and the other Person and Persons that shall from Time to Time be thereto intituled, by the true Intent and Meaning of these Presents, or the said recited Indenture, his, her or their Assigns, into and upon the said last mentioned Messuage, *Ec.* or into or upon any Part thereof, in the Name of the whole to enter, and the same to have, hold and enjoy, and to receive and take the Rents, Issues and Profits thereof, and of every Part thereof, to and for his, her and their own Use and Benefit, until he, she or they shall thereby or therewith be fully satisfied and paid the said Annuity or yearly Rent, or Sum of 40*l.* and all Arrears thereof, and all Charges, Loss or Damage, which he, she or they shall be put unto or sustain by Reason of Non-payment thereof, at the Days and Times in that Behalf beforementioned: **Provided always**, that it is the true Intent and Meaning of these Presents, and all the Parties herunto, and it is hereby declared and agreed, that the said Annuity or yearly Rent-Charge or Sum of 40*l.* in and by these Presents mentioned and conveyed, is, and is intended and taken to be the same Annuity or yearly Rent-Charge of 40*l.* granted in and by the said recited Indenture, and that they are not intended to be two several Annuities or yearly Rents, and that the said Annuity or yearly Rent is to be subject to the Proviso or Condition in the said recited Indenture contained for determining and extinguishing the same upon the Payment of 800*l.* as therein mentioned; **And** as for, touching and concerning all other the said Castle, *Ec.* before mentioned, and also for and concerning the said Messuage, *Ec.* charged with the said Annuity or Rent-Charge of 40*l.* as aforesaid, (and so as the same notwithstanding shall be charged and subject to the said Annuity or yearly Rent-Charge of 40*l.* as aforesaid); **To the only Use** and Behoof of the said *W. S.* his Heirs and Assigns for ever, and to and for no other Use, Intent or Purpose whatsoever. **In Witness, &c.**

A Deed of Confirmation to the Assignee of an Annuity, granted by an Ancestor to the Assignor for his Life, and a Grant of an Annuity of the like Sum to the said Assignee for his Life, chargeable on the same Lands, and to commence at the Death of the said Cestui que Vie,

T H I S Indenture made, *Ec.* Between the Right Honourable *W. Lord C.* of — of the one Part, and *T. C.* of — Esq; of the other Part. **Whereas, &c.** [Recital of an Indenture Tripartite, dated 14th December 1695. (Reciting a Release from *W. Earl of C.* to Sir *J. B.* Sir *J. B.* and *T. W.* of the Premises (inter alia) to the Use of himself for Life, with Power for him to make Leases or grant Annuities,) whereby the said Earl by Virtue of the said Power granted unto *J. C. R. C. C. A. C. H. C.* and *C. C.* several Annuities of 100*l.* a-piece, to have; &c. from the Decease of the said Earl during their respective Lives with Clause of Distress, &c. and an Indenture (Reciting the before mentioned Indenture, and that the said Earl died without revoking the said Annuity, and that the said *T. C.* had agreed to purchase *C. C.*'s Annuity, whereby *C. C.* granted, &c. his Annuity to *T. C.*)] **And whereas** the said *W. Lord C.* now becomes seised in Fee-simple, or of some other good and indefeasible Estate of Inheritance of and in the said Manors, *Ec.* and the said *W. Lord C.* and *T. C.* are come to an Agreement together, that he the said *W. Lord C.* shall and will ratify and confirm the said Annuity or Rent-Charge granted to the said *C. C.* and by him assigned as aforesaid to the said *T. C.* his Heirs and Assigns; and also that in case the said *T. C.* shall happen to survive the said *C. C.* he the said *W. Lord C.* shall

shall and will grant unto the said T. C. one Annuity or Rent-Charge of 100*l.* to be issuing and going out of the said Premises from and immediately after the Decease of the said C. C. for and during the Term of the natural Life of the said T. C. **Now this Indenture witnesseth**, that as well for and in Performance of the said Agreement on the Part of the said W. Lord C. and of divers good Services done by the said T. C. to the said W. Lord C. and also for and in Consideration of the Sum of — of, &c. to the said W. Lord C. well and truly in Hand paid by the said T. C. at, &c. the Receipt, &c. **He** the said W. Lord C. **hath** ratified and confirmed, and by, &c. **Doth** ratify, &c. the said Annuity or Rent-Charge granted to the said C. C. and by him assigned as aforesaid to the said T. C. his Heirs and Assigns, for and during the natural Life of the said C. C. **And hath** given and granted, and by these Presents **Doth** give and grant unto the said T. C. and his Assigns one other Annuity or yearly Rent-Charge of 100*l.* to be issuing and going out of the said Manor, &c. **To have**, hold, perceive, receive and take the said Annuity or Rent-Charge of 100*l.* *per Ann.* so granted as aforesaid, immediately from and after the Decease of the said C. C. for and during the natural Life of the said T. C. to be paid at the Feast of, &c. in every Year, by even and equal Portions; the first payment thereof to be made on such of the said Feast-Days as shall next happen after the Decease of the said C. C. (*Covenant for T. C. to distrain on Non-payment within 30 Days after any of the Days of Payment of the Annuity granted by said W. Lord C. that he has power to grant the same, and that after the Death of C. C. he will pay the same.* Vide Grants and Assignments of Annuities and Tit. **Covenants**.) **In Witness**, &c.

A Confirmation on Loss of Deeds.

THIS Indenture, &c. **Between** A. of, &c. Brother and Heir of B. of, &c. and also eldest Son and Heir of C. late of, &c. of the one Part, and D. of, &c. of the other Part: **Whereas** the said B. died intestate, legally seised in Fee-simple to him and his Heirs of and in *All* that Messuage, &c. situate, &c. **And whereas** soon after the Death of him the said B. he the said A. by his Indentures of Deed of Release, bearing, &c. did, for the good and valuable Considerations therein mentioned, grant, release and confirm unto his said Father C. and his Heirs for ever, the said Messuage or Tenement and the said Premises, together with all his Right and Title to the same, and every part and Parcel thereof: **And whereas** afterwards the said C. the Father did by Indenture of Lease and Release, bearing Date, &c. for the good and valuable Considerations therein mentioned, grant, bargain, sell, release and convey the said Premises *cum pertinentiis*, unto the said D. and his Heirs for ever: **And whereas** the said Indentures of Lease and Release, dated, &c. 1710. made from him the said C. to the said D. of the aforesaid Premises, are lost or mislaid: **Now this Indenture witnesseth**, that for the better Confirming of the Title of the said D. his Heirs and Assigns, to the aforesaid Messuage, &c. so conveyed to him by the said C. the Father, and for and in Consideration of the Money paid for the Purchase of the said Premises by him the said D. to the said C. in Manner as expressed in the said Indenture of Release, dated, &c. 1710. now lost or mislaid, and also for and in Consideration of the Sum of 5*s.* of, &c. to him the said A. in Hand paid by the said D. at or, &c. the Receipt, &c. and for divers, &c. **He** the said C. **hath** granted, bargained, sold, aliened, released, ratified, quit-claimed, and for ever confirmed, **And** by these Presents for himself his Heirs and Assigns, **Doth** grant, &c. in his actual Possession, &c. **All** that the said Messuage, &c. and all and singular other the Hereditaments and premises which in and by the said Indentures of Lease and Release of the — and — Days of — 1710. were granted, released and conveyed unto and to the Use of the said D. his Heirs and Assigns, by him the said C. the deceased Father of him the said A. as aforesaid, with their and every of their Appurtenances, and all Ways, Waters, &c. and the Reversion, &c. and all the Estate, &c. of A. his Heirs or Assigns, of, in, to or out of the said hereby granted and released Hereditaments and Premises, and every Part and Parcel thereof; **To have and to hold** the said Messuage, &c. to and to the Use of the said D. his Heirs and Assigns for ever, and to and for no other Use, Intent or Purpose whatsoever. **And** the said A. doth hereby covenant, promise and grant, to and with the said D. and his Heirs, that (for and notwithstanding any Act, Matter or Thing whatsoever by him covenanted, done or suffered to the contrary) the said Estate, and every Part and Parcel thereof, is now, and for all Time hereafter shall be and stand free and clear, and freely and clearly acquitted and discharged of and from all and all Manner of former and other Gifts, Grants, Bargains, Sales, Leases, Mortgages, Jointures, Dowers, Uses, Wills, Debts, Statutes, Recognizances, Judgments, Extents, Executions, and all former and other Estates, Titles, Troubles, Charges, Burthens and Incumbrances whatsoever, had, made or done, or to be had, made or done by him the said A. or any other Person or Persons lawfully claiming or to claim by, from or under him. **And further**, that he the said A. and his Heirs, and all and every other Person or Persons claiming or to claim from, by or under him the said A. shall and will from Time to Time during

Confirmation.

during the Space of ten Years next ensuing the Date hereof, upon the Request, and at the Cost and Charges in the Law of the said *D.* his Heirs and Assigns, make, do, levy and execute, or cause or procure to be made, &c. all and every such further Act and Acts, Conveyances and Assurances in the Law whatsoever, for the further, better and more perfect Conveying and Assuring of the said Estate and Premises herein before mentioned to be hereby granted, unto and to the Use of the said *D.* his Heirs and Assigns for ever, be it by Fine or Fines, Deed or Deeds inrolled or not inrolled, or otherwise howsoever, as by, &c. **In Witness, &c.**

A Declaration by Indorsement to rectify a Mistake of Number of Acres within mentioned, and as to Money not being mentioned to be paid off.

Whereas it is alledged, that the Closes and Parcels of Land within mentioned, and hereby intended to be granted and conveyed, called *C.* and the *L.* as the same have been long since divided, do contain by Estimation 80 Acres, or thereabouts: **Now it is hereby agreed** and declared, that all the said Closes and Parcels of Land are intended and agreed to pass and be conveyed by this Indenture of Release, and the Indenture of Lease for one Year, to which it refers, and made to ground the same, be the Quantity thereof more or less, notwithstanding the same are within mentioned to contain by Estimation but eight Acres; **And although** it is not within mentioned that any Part of the Principal Sum of 2400 *l.* within mentioned to be due and owing to the within named *J. V.* is now paid off and discharged, **It is hereby further declared**, that on the Day of the Date of the within written Indenture, 400 *l.* Part of the Principal Sum of 2400 *l.* within mentioned, was paid off and satisfied by the within named *R. B.* to the within named *R. V.* (being the same 400 *l.* for which the Receipt hereon indorsed was intended to be given) and that 2000 *l.* Principal Money, only doth remain due and chargeable to the said *J. V.* his Executors and Administrators, on the Residue of the Lands and Hereditaments within mentioned, and not hereby conveyed.

A Confirmation of a Mortgage by Lease and Release, wherein the Parcels are more particularly described, and an Agreement as to paying and reducing the Interest Monies, and as to insuring the Premises from Loss by Fire.

THIS Indenture, &c. Between *J. R.* of, &c. of the one Part, and *W. G.* of, &c. of the other Part. **Whereas** by Indentures of Lease and Release, bearing Date, &c. the Release being *Quadripartite*, and made between the Right Honourable *J. Lord S.* and the Right Honourable the Lady *F.* his Wife, (late *F. C.* Widow) of the first Part, *M. R.* of, &c. and *B. D.* of, &c. of the second Part, the said *J. R.* of the third Part, and the said *W. G.* of the fourth Part, *In Consideration* of the Sum of 6575 *l.* 6 *s.* (by the Direction of the said *J. Lord S.* and Lady *F.* his Wife, testified as herein mentioned) to them the said *M. R.* and *B. P.* or one of them, therein expressed to be, and which was accordingly paid by the said *W. G.* and also of the further Sum of 424 *l.* 14 *s.* therein also expressed to be, and which was also accordingly paid by the said *W. G.* to the said *J. R.* (making together the Principal Sum of 7000 *l.*) they the said *M. R.* and *B. P.* (at the Request and by the Direction of the said *J. Lord S.* and of the Lady *F.* his Wife, and of the said *J. R.* testified as aforesaid) *Did* bargain, sell, release and confirm, and he the said *J. R.* *Did* grant, sell, release, ratify and confirm unto the said *W. G.* and his Heirs, *All* that Close of Meadow or Pasture Ground, theretofore called, &c. and all and singular other the Premises which by the several Indentures of Lease and Release therein recited, or any of them, were granted and released, or mentioned or intended so to be, with their Appurtenances, and the Reversion, &c. *To hold* the said Premises unto and to the Use of the said *W. G.* his Heirs and Assigns for ever; *In which* Indenture of Release is contained a Proviso or Agreement for Redemption of the said Premises in Mortgage on the said *J. R.* his Heirs, &c. Payment to the said *W. G.* his Executors, &c. at the Place therein mentioned, of the Sum of 7350 *l.* of lawful Money, in Manner as follows, *viz.* The Sum of 175 *l.* Part thereof, upon the 25th Day of *March* then and now next ensuing, and the further Sum 7175 *l.* Residue and in full thereof, on the 29th Day of *September* then next following, which will be in the Year, &c. without any Deduction for Taxes or otherwise, in such Manner as in the said Indenture of Release is mentioned and expressed, as in and by the said in Part recited Indenture of Lease and Release, Relation, &c. **And whereas** the Messuages, or Tenements and Premises, by the said recited Indentures of Lease and Release so conveyed as aforesaid, not being therein fully and particularly described, it is hereby agreed by and between the Parties to these Presents, that the same shall be more fully set out, and particularised or described in such Manner as herein after is mentioned and expressed; and also that the Interest of the said Principal Sum of 7000 *l.*

so secured as aforesaid, shall be liable and subject to be reduced and paid in such Manner as herein after is also mentioned and expressed; and also that he the said *J. R.* shall insure the said mortgaged Premises from Loss and Damage by Fire, in such Manner as herein after is likewise mentioned: **Now this Indenture witnesseth**, that in Pursuance and Part of Performance of the said recited Agreement, and for the better securing the Payment of the said Principal Sum of 7000*l.* with Interest, according to the aforesaid Proviso, **He** the said *J. R.* hath granted, ratified and confirmed, **And** by these Presents **Doth** grant, &c. unto the said *W. G.* and his Heirs, **All** those Pieces or Parcels of Ground, and all those several Messuages or Tenements, Coach-houses, Stables and Mill, with their and every of their Appurtenances, situate, lying and being in or near, &c. or some or one of them, as the same now are or late were in the several Occupations of *A. B. C. D. E. &c.* (*all the Tenants Names*) or some of them or their or some of their Under-tenants or Assigns, **All** which said Premises are more particularly mentioned, set forth and described in the Schedule hereunder written; the annual Rents whereof do amount in the Whole to the yearly Sum of 879*l.* or thereabouts, and are the same Premises as are and were conveyed, or intended to be conveyed, unto the said *W. G.* and his Heirs, by the said Indentures of Lease and Release of the 28th and 29th Days of *September* Instant; **To have and to hold** the same Premises unto the said *W. G.* and his Heirs, **To the Use** of the said *W. G.* his Heirs and Assigns, **Subject** to the said Proviso for Redemption in the said recited Indenture of Release contained: **And this Indenture further witnesseth**, that in further Pursuance of the said recited Agreement, and for better securing Payment of the said Sum of 7000*l.* and Interest unto the said *W. G.* his Executors, &c. according to the said Proviso, **He** the said *J. R.* for himself, his Heirs, &c. **Doth** hereby covenant, promise and agree, to and with the said *W. G.* his Executors, &c. in Manner as follows, (that is to say) that he the said *J. R.* shall and will immediately, and from Time to Time, and at all Times hereafter during the Continuance of the Security so made to him the said *W. G.* as aforesaid, insure and keep insured at least the Sum of 7000*l.* on the aforesaid granted and released Messuages or Tenements, Hereditaments and Premises, as to Fire, and Damage hapening thereby, either in the *Hand in Hand London Fire-Office*, or such other other publick Fire Office, as to Casualty by Fire, as he the said *W. G.* his Executors, &c. shall from Time to Time direct or appoint; and also that he the said *J. R.* his Heirs, Executors and Assigns, at his and their Charge upon the taking or renewing of all, every or any such Policies of Assurance, shall assign the same to the said *W. G.* his Executors, &c. (subject nevertheless to the aforesaid Proviso for Redemption of the said Premises herein before mentioned). **And lastly**, it is hereby mutually agreed by and between the said Parties to these presents, that if the said *J. R.* his Heirs or Assigns, shall and do yearly and every Year, from Time to Time, and for so long as the said Sum of 7000*l.* Principal Money, advanced and lent by the said *W. G.* or any Part thereof, shall continue and remain due and owing to the said *W. G.* his Executors, &c. upon the aforesaid Mortgage or Security, well and truly pay or cause to be paid unto the said *W. G.* his Executors, &c. by equal Half-yearly Payments, upon every 25th Day of *March* and 29th Day of *September* in every Year, or within 60 Days next after every of the said Half-yearly Days of Payment in the Year, the yearly Sum of 300*l.* of, &c. in Lieu of the Interest agreed to be paid for the said Principal Sum of 7000*l.* then and in such Case, and not otherwise, he the said *W. G.* his, &c. shall and will from Time to Time receive and accept of the same in Lieu and Satisfaction of and for the Interest after the Rate of 5*l. per Cent. per Ann.* in the said recited Indenture of Release provided and covenanted to be paid for the said Principal Sum of 7000*l.* and shall and will from Time to Time give Receipts and Discharges accordingly; any Covenant, Proviso or Agreement in the said herein before recited Indenture of Release contained to the contrary thereof in any wise notwithstanding. **In Witness, &c.**

I approve of this Draught,
26 Oct. 1736. *W. Rivett.*

Of an Advowson, pursuant to a Covenant for further Assurance in the Conveyance.

THIS Indenture, made, &c. **Between** *J. F.* of, &c. Gent. Son and Heir of *J. F.* late of, &c. deceased, of the one Part, and *P. D.* of &c. of the other Part. **Whereas** the said *J. F.* being seised of and in all that Capital Messuage, &c. to which Capital Messuage and Premises the Advowson, Donation, Right of Patronage, and free Disposition of the Rectory or Church of *C.* is reputed to belong and appertain: **And whereas** the said *P. D.* did for the Sum of, &c. contract and agree to purchase of and from the said *J. F.* the said Capital Messuage, and all his Lands, &c. in, &c. **And whereas** by Indentures of Lease and Release, bearing Date, &c. **In** which said Indenture is contained a Covenant from the said *J. F.* for further Assurance, as by the said Indenture may appear: **And whereas** the said Advowson, if the said *J. F.* is any ways intitled thereunto, is either in Gross
or

or Appendant, and is not named in the said Conveyance, and can only pass by the general Words therein contained, which may occasion several Suits, Disputes and Controversies, for Prevention whereof the said *J. F.* hath agreed to grant, release and convey to the said *P. D.* and his Heirs, all such Estate, Right, Title and Interest, as he hath in and to the said Advowson: **Now this Indenture witnesseth**, that the said *J. F.* as well in Performance of the said Agreement, and in Part of Performance of the said Covenant for further Assurance, and for and in Consideration of the Sum of 10 s. of, &c. to him the said *J. F.* in Hand paid by the said *P. D.* at, &c. the Receipt, &c. and for divers, &c. he the said *J. F.* hath granted, bargained, sold, released, ratified and confirmed, and by these Presents doth fully, clearly and absolutely grant, &c. unto the said *P. D.* his Heirs and Assigns, all that the Advowson, Donation, free disposition and Right of Patronage and Presentation of, in and to the Rectory, Church or Parsonage of *C.* with its Appurtenances in the said County of *S.* and all other Advowsons, Donations, free Dispositions and Rights of Patronage and Presentation of the said *J. F.* to any Church or Vicarage in the said County of *S.* and the Reversion, &c. and all the Estate, &c. of the said *J. S.* and his Heirs in and to the same; **To have and to hold** the said Advowson, Donation, free Disposition, Right of Patronage and Presentation, and Premises, unto the said *P. D.* his Heirs and Assigns, **To the only Use** and Behoof of the said *P. D.* his Heirs and Assigns for ever, and to and for no other Use, Intent or Purpose whatsoever, or otherwise howsoever. (*Covenant that J. F. has not done any Act to incumber the Advowson, vide Tit. Covenant.*) **In Wit-**
ness, &c.

A Confirmation by Several Persons come to Age, of Lands sold during their Minority, in Pursuance of a Bond for further Assurance.

THIS Indenture Tripartite, made, &c. **Between** *J. G.* of, &c. and *M. G. B. G.* and *E. G.* Spinsters, the three Daughters of* the said *J. G.* by *S.* his Wife, of the first Part, *W. B.* of, &c. (Eldest Son and Heir, and one of the Executors of his late Father *W. B.* the Elder, late of, &c. deceased) of the second Part, and *A. D.* of, &c. Widow, of the other Part. **Whereas** by Indentures of Lease and Release, bearing Date, &c. the Release being *Tripartite*, and made between the said *J. G.* and *S.* his Wife, of the first Part, the said *W. B.* the Elder, deceased, of the second Part, and *W. K.* of, &c. of the third Part, for the Considerations in the said Indenture of Release mentioned, and by Virtue of a Fine therein covenanted to be, and since accordingly levied, a sixth Part of the Messuages, &c. herein after mentioned, *Was conveyed* and assured unto and to the Use of them the said *W. B.* and *W. K.* and their Heirs, *In Trust* for him the said *W. B.* the Elder, his Heirs and Assigns: **And whereas** by one Bond or Obligation bearing Date the 17th of February 1710. he the said *J. G.* together with *H. S.* as his Surety, are and stand bound unto him the said *W. B.* deceased, in the penal Sum of 76l. *With Condition* thereunder written, *Whereby* (after reciting as in the said Condition is recited) *it is conditioned*, that if the said *J. G.* his Heirs, Executors, Administrators or Assigns, at his and their Costs and Charges, do and shall, so soon as the Youngest of his said three Daughters, the said *M. B.* and *E.* should attain her Age of 21 Years, or within one Month then next after, make such further Assurance and Confirmation of the said Premises unto the said *W. B.* deceased, and *W. K.* and their Heirs, in Trust for the same *W. B.* and his Heirs, then the before mentioned Obligation to be void: **And whereas** by other Indentures of Lease and Release, the Lease bearing Date the Day next before the same Release, and that Release bearing Date, &c. and both made between the same *W. B.* and *W. K.* of the one Part, and the said *A. D.* of the other Part, for the Consideration in the same Indenture of Release mentioned, *The said sixth Part* of the said Messuages, &c. (*inter alia*) are thereby granted and conveynd unto and to the Use of her the said *A. D.* her Heirs and Assigns, as in and by, &c. **Now this Indenture witnesseth**, that in Pursuance and Performance of the several Covenants for further Assurance in the said two several before in Part recited Indentures of Release contained; and also he the said *J. G.* in full Performance and Discharge of the before in Part recited Bond or Obligation, and also for and in Consideration of the Sum of 10 s. of, &c. to them the said *J. G. M. G. B. G.* and *E. G.* in Hand paid by the said *A. D.* at, &c. the Receipt, &c. they the said *J. G. M. G.* and *B. G.* by the special Direction and Appointment of the said *J. G.* and *W. B.* **Have**, and each and every of them **hath** ratified and confirmed, **And by, &c. Do**, and each and every of them **Doth** grant, alien, ratify, release and confirm unto the said *A. D.* (in her actual Possession and Seisin now being by Virtue of the before in Part recited Leases for a Year, or one of them, now being) and to her Heirs, **All** that sixth Part, the Whole in six equal Parts to be divided, of and in all those four several Messuages, &c. together with, &c. now or late in the several Tenures or Occupations of *J. C. M. B.* and *W. H.* and situate, &c. together with all Ways, &c. and the Reversion, &c. and also all the Estate, &c. of them the said *J. G. M. G. B. G.* and *E. G.* any or either of them, of, in or

Recital of a
Conveyance
of the sixth
Part of Mes-
suages, &c.

Of a Bond,
that as soon as
Infants are of
Age further
Assurance to
be made.

Conveyance
to *A. D.*

Confirmation.

to the hereby granted and released Premises, or any Part or Parcel thereof; **To have and to hold** the said sixth Part of the said Messuages, &c. and all and singular other the Premises herein before mentioned and intended to be hereby granted and released, with their and every of their Appurtenances, unto the said *A. G.* her Heirs and Assigns, **To the only Use and Behoof** of the said *A. G.* her Heirs and Assigns: **And** each of them the said *M. G.* *B. G.* and *E. G.* for themselves severally and respectively, and not jointly, and for their several and respective Heirs, &c. (*Covenant, done no Aet to incumber; and for further Assurance*). **In Witness**, &c.

A Confirmation from a Person on attaining his Age of 21 Years, who was made a Party to a Conveyance before he was of Age.

To be indorsed on the Conveyance.

Memoandum, That the within named *C. D.* was not of Age at the Time of making the within written Indenture, but hath now attained his full Age of 21 Years; and that he the said *C. D.* did on this — Day of, &c. seal and deliver this present Indenture, in the Presence of us.

The Deed of Confirmation.

THIS Indenture, made, &c. **Between** *C. D.* of, &c. (Eldest Son and Heir of *K. D.* deceased, who was one of the Daughters and Coheirs of *M. M.* late of, &c. Widow and Relict of *T. M.* heretofore, &c. Gent. deceased), of the one Part, and *E. W.* of, &c. of the other Part. **Whereas** by Indentures of Lease and Release, the Lease bearing Date the Day next before the Release, and the Release bearing Date on or about, &c. and made between the said *M. M.* and *M. R. R. M. J. M.* and *H.* his Wife, *M. M. D. M.* and the said *C. D.* by such several Additions as are therein expressed, of the one Part, and the said *E. W.* of the other Part, for the Consideration of 500 *l.* in the said Indenture of Release mentioned to be paid by the said *E. W.* in Manner as therein expressed, the several Messuages or Tenements therein mentioned, and herein after intended to be released and confirmed, are thereby granted and conveyed, or intended so to be, unto and to the Use of the said *E. W.* his Heirs and Assigns for ever, *As* by the said Indenture of Lease and Release, Relation, &c. **And whereas** the said *C. D.* at the Time of the Date and Making the said in Part recited Indentures of Lease and Release, was not then of the Age of 21 Years, but hath since attained to such his Age of 21 Years, and hath this Day — before the Execution of these Presents, duly sealed and delivered the said recited Indentures of Lease and Release: **Now this Indenture witnesseth**, that as well in Performance of a Covenant for further Assurance in the said Indenture of Release contained, as also for and in Consideration of the Sum of — of, &c. to him the said *C. D.* in Hand well and truly paid by the said *E. W.* at, &c. being his full Part and Share of and in the before mentioned Sum of 500 *l.* agreed to be paid for the Purchase of the said Messuages, Tenements and Hereditaments, the Receipt of which Sum of — he the said *C. D.* doth hereby acknowledge, and thereof, &c. he the said *C. D.* **Hath**, and by these Presents **Doth** absolutely remise, release, alien, and for ever quit-claim and confirm unto the said *E. W.* and his Heirs, (in his actual and peaceable Possession now being by Virtue of the before mentioned Indenture of Lease, and to his Heirs) **All**, &c. **To have and to hold** unto and to the Use of the said *C. D.* his Heirs and Assigns for ever. (*A Covenant that he has done no Aet to incumber, except, &c. and for further Assurance, &c.*) **In Witness**, &c.

A Confirmation of a Bill of Sale of Goods assigned upon Trust, &c.

THIS Indenture Tripartite, made, &c. **Between** *W. B.* of, &c. of the first Part, *C. S.* of, &c. of the second Part, and *T. B.* of, &c. (Brother of the said *W. B.*) of the third Part. **Whereas** the said *C. S.* together with the said *W. B.* *M. B.* and *J. B.* (at the Request *M. B.* and of the said *C. S.* and for his proper Debr, by their Bond or Obligation bearing Date, &c.) *J. B.* bound *Did* become bound to *H. K.* of, &c. in the penal Sum of 80 *l.* *With Condition* thereunder in a Bond for written for Payment of the Sum of 40 *l.* and Interest unto the said *H. K.* in such Manner to *H. K.* as therein is mentioned, as by, &c. **And Whereas** the said *W. B.* hath actually paid all *W. B.* has Principal and Interest Money due by Virtue of the said Bond, and on the, &c. now last past paid Principal and Interest. **And whereas** for Payment of the said 50 *l.* to the said *W. B.* he the said *C. S.* by his Bill of Sale bearing Date, &c. **Hath** thereby bargained and sold unto and to the Use of the said Goods.

Vol. III.

L

W. B.

Assignment
thereof to
T. B.

in Trust for
W. B.

C. S. further
indebted to
W. B.

W. B. his, &c. All and every the Goods and Chattels late of him the said C. S. particularly mentioned and specified in the Schedule on the Back of the said Bill of Sale indorsed or written: **Now these Presents Witness**, that for and in Consideration of the Sum of 5 s. of, &c. to the said W. B. in Hand paid by the said T. B. at, &c. the Receipt, &c. he the said W. B. **Doth**, and by, &c. **Doth** absolutely bargain, sell, assign, transfer and set over unto the said T. B. All and singular the Goods, Chattels and Implements of Household, late of him the said C. S. and which are particularly mentioned, set forth and specified in the Schedule on the Back of the before in Part recited Bill of Sale written or indorsed, and all the Estate, &c. of him the said W. B. of, in or to the said hereby assigned Goods and Charels, by Virtue of the said Bill of Sale, or otherwise howsoever, together with the same Bill of Sale, and all Benefit and Advantage to be had and made thereof; **To have and to hold** all and singular the said hereby assigned Goods and Premises unto and to the Use of the said T. B. his Executors, Administrators and Assigns for ever; **In Trust** nevertheless to and for the sole Use and Benefit of him the said W. B. his Executors, Administrators and Assigns, and to be at his and their Disposal; any Thing to the contrary thereof notwithstanding: **And whereas** over and beside the said Sum of 50 l. so due and secured to the said W. B. as aforesaid, he the said C. S. on the Date hereof, is further justly indebted unto the said W. B. in the Sum of 30 l. on Account of his the said W. B.'s having at his own Costs and Charges found, maintained and provided C. (the Son of the said C. S.) with Mear, Drink, Washing, Lodging, Clothes, Schooling, and all other Necessaries, for about the space of three Years now last past: **Now these Presents further witness**, that for the more sure and absolute Payment of the several Sums of 50 l. and 30 l. so due to the said W. B. aforesaid, (making in both the Sum of 80 l.) and for the Strengthening, Corroborating and Confirming of the above in Part recited Bill of Sale, and also for and in Consideration of the Sum of 5 s. of like Money to the said C. S. in Hand paid by the said T. B. at, &c. he the said C. S. (by and with the Consent, Direction and Appointment of the said W. B. testified by his being a Party to and Executing of these Presents) **Doth**, and by these Presents **Doth** absolutely grant, bargain, sell, ratify and confirm unto the said T. B. all and singular the before mentioned Goods, Chattels and Premises, &c. (*other Goods*); **To have**, hold, possess and enjoy all and singular the herein before mentioned and intended to be hereby granted and assigned Goods, Chattels and Premises, unto and to the only Use and Benefit of him the said T. B. his Executors, Administrators and Assigns from henceforth for ever, freed and absolutely discharged of and from all Redemption whatsoever; **In Trust** nevertheless, and to and for the sole and only Use and Benefit of the said W. B. his Executors, Administrators and Assigns, and to, for and upon no other Trust, Use, Intent or Purpose whatsoever. **In Witness, &c.**

A Confirmation of a Will of Freehold and Copyhold Lands, and Appointments of Uses, &c. pursuant thereto.

Recital of the
Will.

Confirmation,
Of Freehold
Premises.
Habendum.

Upon Trust,

to pay the
Rents to-
wards a Son's
Education,
&c. till of
Age, then to

THIS Indenture, &c. Between F. B. of, &c. of the one Part, and G. H. of, &c. J. W. of, &c. and E. W. of, &c. of the other Part. **Whereas** the said F. B. by his last Will and Testament duly executed, bearing Date, &c. *Did* thereby (among other Things) devise all and singular the Freehold and Copyhold Messuages, Lands and Hereditaments therein and herein after mentioned, to the said G. H. J. W. and E. W. and their Heirs, upon the Trust, and to and for the several Uses, Intents and Purposes therein and herein after particularly mentioned: **Now this Indenture witnesseth**, that for the further and better Corroborating, Strengthening and Confirming of the said Hereditaments and Premises herein after mentioned, to and for the several Uses, Intents and Purposes in the said Will expressed, and herein after also mentioned, and for and in Consideration of the Sum of 5 s. of lawful money to the said F. B. in Hand, &c. at, &c. the Receipt, &c. for divers good Causes and valuable Considerations him thereunto especially moving, he the said F. B. **Doth**, and by these Presents **Doth** grant, release and confirm unto the said G. H. J. W. and E. W. (in their actual Possession, &c.) and to their Heirs, **All** those, &c. **To have and to hold** the same Messuages, &c. and other the herein before mentioned and intended to be hereby granted and released Freehold, Hereditaments and Premises, with their and every of their Appurtenances, unto and to the Use of the said G. H. J. W. and E. W. their Heirs and Assigns; **Nevertheless** upon the several Uses, Trusts, Intents and Purposes herein after mentioned and expressed of and concerning the same, *viz.* From and immediately after the Death of the said F. B. **In Trust** that they the Trustees, the said G. H. J. W. and E. W. and the Survivor of them, and the Heirs and Assigns of such Survivor, shall pay the clear yearly Rents, Issues and Profits of all and singular the same Premises, for and towards the Schooling, Education and Maintenance, or else to and for the Placing out, Advancement, and only Use and Benefit of J. W. junior, (Son of the said J. W.

J. W. and of *R.* his Wife) until his Age of 21 Years; And from and immediately after him, and his such his Age of 21 Years, then **In Trust**, and to and for the only Use and Benefit of the said *J. W. junior*, his Heirs and Assigns for ever; But if and in Case the said *J. W. junior* shall happen to die, &c. or in Case of such Issue, and they shall all die before their Age of 21 without Issue, then, &c. And this Indenture further witnesseth, that for the Considerations aforesaid he the said *F. B. Hath* and by these Presents Doth give, grant, limit, and appoint unto them the said *G. H. J. W. senior*, and *E. W.* and their Heirs, All that decreed Copyhold capital Messuage or Tenement, situate, &c. aforesaid, with its Appurtenances, as the same is now in the Possession of the said *F. B.* and also as to such Part and Parts of all those several Messuages, Farms, Cottages, Lands, Tenements and Hereditaments, situate, &c. and the Reversion, &c. **To have and to hold** all and singular the same Copyhold Hereditaments and Premises, with their and every of their Appurtenances, unto and to the Use of the said *G. H. J. W. senior*, and *E. W.* and their Heirs; **Nevertheless** to and for the several Uses, &c. viz. From and immediately after the Death of the said *F. B.* (Subject nevertheless to such Estates for Life as in and by the said Will are given and limited) then as to the said Capital Messuage, &c. **In Trust**, &c. And whereas the Sum of 2000*l.* in the said Will mentioned to have been secured by a Mortgage from *N. M.* to the said *F. B.* has been lately paid in to the said *F. B.* and he the said *F. B.* hath with most Part thereof in his own Name purchased *South-Sea* Stock therewith: And whereas the said *F. B.* is now intitled to and possessed of (in the whole), the Sum of 2000*l.* Stock, which has been by him agreed shall be vested and settled to the same Uses as the said Sum of 2000*l.* was and is by the said Will vested and settled: **Now this Indenture further witnesseth**, that for the Considerations aforesaid, he the said *F. B. Hath* and by these Presents Doth give, assign, limit and appoint unto them the said &c. their, &c. the said 2000*l.* Stock, and all the Interest, Dividends, and other Profits and Produce to arise or be had or made thereof, and every Part thereof; **To have**, hold and enjoy the same 2000*l.* Stock, and all and singular the said last mentioned Premises, unto and to the Use of the said *G. H. J. W.* and *E. W.* their Executors, Administrators and Assigns from and immediately after the Death of the said *F. B.* to, for and upon the like several Trusts, Uses, Intents and Purposes, as the said Sum of 2000*l.* secured by the said Mortgage, was and is by the said Will vested and settled, or as near thereto as can or may be: And the said *F. B.* Doth hereby declare, that the said 2000*l.* *South Sea* Stock so hereby vested and settled as aforesaid, shall be in lieu and in full Satisfaction of the said Sum of 2000*l.* Mortgage Monies, and intened by the said Will to be vested and settled as aforesaid: And this Indenture further witnesseth, that the said *F. B. Hath* and by these Presents Doth absolutely establish, ratify and confirm all and singular other the Uses, Contingent Remainders and Trusts thereof, and all other the Trusts, Gifts, Bequests, Legacies, Directions, Appointments and Provisoes in and by the said Will, and a Codicil thereunto annexed, mentioned to be devised, limited, expressed, appointed and declared, as well touching the herein before mentioned Premises, as also of all other the Messuages, Tenements, Lands Hereditaments, Monies, Goods, Chattels and Premises therein particularly mentioned, devised and comprised: **Provided lastly**, and it is hereby expressly declared and agreed by and between all the Parties hereto. (*Proviso of Revocation and new Declaration of Uses. See Tit. Provisoes.*) **In Witness**, &c.

Grant of Copyhold Premises.

Mortgage-Money mentioned in the Will received and laid out in Stock, which is agreed to be settled to the Uses in the Will.

A Confirmation of the Uses, &c. in the Will.

Consent.

The Consent of an Annuitant to lessen his Annuity.

Whereas by Indenture Tripartite, &c. made, &c. between *J. A.* the Elder of, &c. of the first Part, *J. A.* the Younger, Grandson of the said *J. A.* the Elder, of the second Part, and *W. W.* of &c. and *W. X.* of, &c. of the third Part (*Reciting* as therein is recited,) The several Messuages or Tenements therein mentioned to be situate and being in, &c. and a Moiety or one Half-Part of the several Messuages or Tenements therein mentioned to be situate, &c. were assigned and conveyed to the said *W. W.* and *W. X.* their, &c. for and during the Residue of the several Terms for Years therein mentioned; upon Trust (among other Things,) that the said *W. W.* and *W. X.* their, &c. should out of the Rents and Profits of the said Premises, pay unto the said *J. A.* the Elder, during his Life, the yearly Sum of 46*l.* 16*s.* by weckly Payments upon *Saturday* in every Week, in Manner therein mentioned, and should pay the Surplus of the Rents and Profits of the said Premises, unto the said *J. A.* the younger, his Executors, Administrators and Assigns, as by said

Consideration.

faid Indenture (among divers other Things therein contained) may appear: **Now these Presents witness**, that in Consideration of the many considerable and unforeseen Accidents and Losses that have lately happened to the said Trust-Estate, by Reason of the great Charge of the Repairs of the same, and otherwise, and for other good Causes and Considerations the said *J. A.* the Elder thereunto moving, he the said *J. A.* the Elder doth hereby consent, agree, direct and declare, that only the Sum of 26*l. per Ann.* shall be for the future paid to him the said *J. A.* the Elder, out of the Rents and Profits of the said Trust-Estate weekly, by equal Portions on *Saturday* in every Week, in lieu and full Discharge of the said yearly Sum of 46*l. 16s.* and that the Surplus of the Rents and Profits of the said Premises which shall remain over and above the said yearly Sum of 26*l.* (if any such Surplus there shall be) shall from Time to Time be paid unto the said *J. A.* the Younger, his Executors, Administrators or Assigns, to his and their own Use and Uses; **In Witness** whereof the said *J. A.* the Elder, hath hereunto set his Hand and Seal this — Day of, &c.

The Consent of Mortgagees to the Mortgagor, granting the next Turn of an Advowson, comprehended within their Security, indorsed on the back of the Grant.

Whereas the Advowson within mentioned is (among other Things) in Mortgage to us whose Names are under written: **Now we do hereby**, at the Request of the within named *C. E.* consent to the within mentioned Grant; and do hereby agree, that we will not obstruct or hinder the within named *T. H.* in the full and quiet Enjoyment of the Premises within granted, according to the true Intent and Meaning of the within written Deed Poll.

Consideration. (a)

Of a Sum of Money in Hand paid.

Witnesseth, that the said *A. J.* for and in Consideration of the Sum of — of lawful Money of *Great Britain*, to the said *A. J.* in Hand well and truly paid by the said *J. S.* at or before the Sealing and Delivery of these Presents, the Receipt whereof the said *A. J.* doth hereby acknowledge, and thereof and from every Part and Parcel thereof, doth acquit, exonerate, and for ever discharge the said *J. S.* her Executors, Administrators and Assigns, and every of them by these Presents, and for divers other good Causes and valuable Considerations her the said *A. J.* hereunto moving.

For the Consideration of Money, Part paid, and Part secured.

Witnesseth, that the said *R. C.* as well for and in Consideration of the Sum of 2000*l.* of lawful Money of *Great Britain* to him in Hand paid before the Ensealing and Delivery hereof by the said *C. R.* the Receipt whereof he the said *R. C.* doth hereby acknowledge, and thereof and of every Part and Parcel thereof doth acquit and discharge the said *C. R.* his Heirs, Executors and Administrators, by these Presents; as also for and in Consideration of the Sum of 2000*l.* more of like lawful Money of *Great Britain*, by the said *C. R.* secured to be paid unto the said *R. C.* his Executors and administrators, in Manner and Form following, that is to say, the Sum of 500*l.* Part thereof on the 10th Day of *December* next ensuing, and the Sum of 1000*l.* on the 10th Day of *February* next ensuing the Date hereof, and the Sum of 500*l.* Residue thereof, on or before the 10th Day of *March* next ensuing the Date of these Presents.

For the Consideration of barring an Estate-Tail.

Whereas the said *R. C.* at the Ensealing and Delivery of these Presents, is and standeth seised of an Estate-Tail to him and the Heirs Male of his Body, with divers Remainders over, of and in all, &c. hereafter in these Presents mentioned: **Now this Indenture witnesseth**, that for and in Consideration of the Barring of the Estate-tail, and all the Remainders thereupon depending, and for the settling of an absolute Estate of Inheritance in Fee-simple in the said *R. C.* whereby he may be enabled to make a good and perfect Assurance

(a) I have put this Title *Consideration*, because throughout this practical Part, the Precedents (especially where the Consideration is pecuniary,) only say, *in Consideration of, &c.* See more Sorts of Considerations under the respective Titles.

rance to such Person or Persons, and their Heirs, as have agreed or hereafter shall agree with him the said R. C. to purchase the said, &c. (*A Covenant that R. C. shall suffer a Recovery.*)

For the Consideration of Love and Affection, and Preferment of Children.

WItneffeth, that the said R. C. in Consideration of the natural Love and Affection which he beareth unto A. C. his Son and Heir apparent, and for his Advancement and present Maintenance; and to the End that the Daughters of the said R. C. may have convenient Portions to maintain and prefer them in Marriage, and for the Establishing of the Manors, Lands, Tenements and Hereditaments hereafter mentioned, to such Uses, Intents and Purposes as are hereafter limited and appointed; and for other good Causes and Considerations, &c. (*Or thus*) In Consideration of the great Love and natural Affection which he the said R. C. beareth unto A. C. Son and Heir apparent of the said R. C. and to the Heirs Male of the Body of the said A. C. and to the End, Intent and Purpose, that the Manors, Lands, Tenements and Hereditaments hereafter mentioned shall and may continue in the Stock, Blood and Kindred of the said R. C. &c. (*Or thus*) As well for the Advancement and Preferment of the Heirs Male of the Body of the said R. C. lawfully to be begotten, and for the better Advancement and Preferment of A. B. G. D. and E. F. the natural Brothers of the said R. C. And to the End that the Manors, &c. hereafter mentioned, may continue in the Name, Blood and Kindred of the said R. C. so long as it shall please God; as also for divers other good Causes and Considerations, &c.

For the Consideration of Want of Issue and Continuance of the Estate in the Name.

WItneffeth, that for divers good Causes and Considerations him the said R. C. hereunto moving, and especially for that the said R. C. and A. his Wife, have been married these many Years, and have had no Issue of their Bodies; and to the End, that in case the said R. C. should die without Issue of his Body lawfully begotten, the capital Messuage, &c. hereafter mentioned, shall and may, so long as it shall please God, remain and continue in the Blood and Stock and Kindred of the said R. C. And for the natural Love which he beareth unto, &c. and for divers other good Causes and Considerations, &c.

In Consideration of a Marriage and of the Marriage-Portion.

Whereas there is a Marriage by the Grace of God to be shortly had and solemnized between the said A. C. Son and Heir apparent of the said R. C. and B. A. Daughter of the said F. A. Now this Indenture witneffeth, that the said R. C. in Consideration of the said Marriage, and of the Sum of 3000*l*. of good and lawful Money of Great Britain, to him in Hand paid as the Marriage-Portion of the said B. A. by the said F. A. her Father, and for the natural Love and Affection which the said R. C. beareth unto the said A. C. and to the End, Intent and Purpose, that a competent Jointure may be had and made unto the said B. A. for the better Maintenance, Livelihood and Advancement of the said B. A. in Case she shall happen to survive and outlive the said A. C. And in full Recompence and Satisfaction of all the Dower which she the said B. A. by or after the Death of the said A. C. should or ought to have in any the Manors, Lands, Tenements or Hereditaments, whereof the said A. C. shall during the Coverture between him and the said B. A. be seised of any Estate of Inheritance; and for the Advancement of the Name and Blood of the said A. C. and for and towards a Provision of Maintenance to and for the said A. C. and B. A. during the natural Lives of the said A. C. and B. A. &c.

Another.

— in Consideration of a Marriage shortly to be had and solemnized between — and for settling the Lands and Tenements herein after mentioned to the Uses herein after expressed and declared —

Mortgage-Monies paid off.

— in Consideration of several Sums of Money, amounting in the whole to the Sum of — of lawful, &c. paid by the said D. and E. (*the Purchasers*) at the Request and by the Direction of the said A. B. and C. to several Persons herein after named and mentioned

(the Mortgagees) being in full of the several Principal Sums and Interest due on the respective Indentures of Mortgage herein after mentioned and excepted, made of, &c. hereafter in and by these Presents granted and conveyed, &c.

The like.

— in Consideration of the Sum of — of lawful, &c. to F. of — (the Mortgagee) in Hand paid by the said D. (the Purchaser) at or before the Sealing, &c. at the Request and by the Direction of the said A. and B. testified by their Signing and Sealing these Presents, in full Payment and Satisfaction of all Monies to him due and owing on a Mortgage of the Messuages or Tenements and Premises herein after mentioned by Demise for 500 Years, and herein after excepted in the Covenants of the said A. and B. herein after contained.

Money paid to two Vendors, and a Mortgage and Judgment discharged.

— in Consideration of the Sum of — of lawful, &c. to the said A. and of the Sum of — to the said C. in Hand, at, &c. well, &c. the Receipt, &c. which said — and — and together with the Sum of — more, paid by the said D. by the Direction of the said A. and C. unto E. and F. being the Consideration of an Assignment of one Indenture of Demise or Mortgage of the said Premises made and granted by the said B. deceased; and with the Sum of — more, by the said D. also paid by the like Direction of the said A. and C. unto G. of — being due to her upon a Judgment against the said B. makes in all — being the full Sum paid for the absolute Purchase of the said Premises.

Of the Surrender of a Lease, Money paid, Buildings, yearly Rents, &c.

— as well for and in Consideration of the Surrender or one Indenture of Lease bearing Date the — which was, &c. made by, &c. unto, &c. of the Premises hereafter in and by these Presents demised, to be cancelled and made void; and for and in Consideration of the Sum of, &c. and for and in Consideration of the new Erecting and Building of the Premises hereafter by these Presents demised by the said E. E. as hereafter in and by these Presents is mentioned; as also for and in Consideration of the yearly Rent of, &c. and the Covenants and Agreements herein after mentioned to be paid, done and performed.

Copartnership.

Articles of Copartnership for carrying on a joint Trade, very short.

Articles of Agreement indented, &c. between A. B. of — of the one Part, and C. D. of — of the other Part.

Parties join in Copartnership for — Years.

Each has delivered in Money as Stock, to be laid out, &c.

Not to use their Trade for private Benefit.

But for their joint Interest.

FIRST of all, the said A. B. and C. D. have joined, and by these Presents Do join themselves to be Copartners together in the Art or Trade of — and all Things thereto belonging; and also in Buying, Selling, Vending and Retailing of all Sorts of Wares, Goods and Commodities, belonging to the said Trade of — which said Copartnership is to continue from — for and during and unto the full End and Term of — from thence next ensuing, and fully to be compleat and ended. And to that End and Purpose, he the said A. B. hath, the Day of the Date of these Presents, delivered in as Stock the Sum of — and the said C. D. the Sum of — to be used, laid out and employed in Common between them, for the Management of the said Trade of — to their utmost Benefit and Advantage; And it is agreed between the said Parties to these Presents, and the said Copartners each for himself respectively, and for his own particular Part, and for his Executors and Administrators, Doth severally, and not jointly, covenant, promise and agree to and with the other Partner, his Executors and Administrators by these Presents, in Manner and Form following; (that is to say) That they the said Copartners shall not, nor will at any Time hereafter use, exercise or follow the Trade of — aforesaid, or any other Trade whatsoever, during the said Term, to their private Benefit or Advantage; but shall and will from Time to Time, and at all Times during the said Term, (if they shall so long live) do their and each of their best Endeavours, in and by all Means possible, to the utmost of their Skill, Power and Cunning, for their joint Interest, Profit, Benefit and Advantage, and

and truly employ, buy, sell, and merchandise with the Stock aforesaid, and the Increase thereof in the Trade of — aforesaid, without any sinister Intentions or fraudulent Endeavours whatsoever; **And also** that they the said Copartners shall and will from Time to Time, Shop Rent. and at all Times hereafter during the said Term, pay, bear and discharge equally between them the Rent of the Shop, which they the said Copartners shall Rent or Hire for the joint Exercising or Managing the Trade aforesaid; **And** that all such Gain, Profit and Increase that shall come, grow or arise, for or by Reason of the said Trade and joint Occupying as aforesaid, shall be from Time to Time, during the said Term, equally and proportionably divided between them the said Copartners, Share and Share alike: **And also** that all such Losses as shall happen in the said Joint Trade, by bad Debts, ill Commodities, or otherwise, without Fraud or Covin, shall be paid and born equally and proportionably between them: **And further**, it is agreed by and between the said Copartners, Parties to these Presents, that there shall be had and kept from Time to Time, and at all Times during the said Term and joint Occupying and Copartnership together as aforesaid, perfect, just, and true Books of Account, wherein each of the said Copartners shall duly enter and set down, as well all Money by them received, paid, expended, and laid out in and about the Management of the said Trade, as also all Wares, Goods, Commodities and Merchandises by them or either of them bought and Sold, by Reason or Means, or upon Account of the said Copartnership, and all other Matters and Things whatsoever to the said Joint Trade, and the Management thereof, in any wise belonging or appertaining; which said Books shall be used in common between the said Copartners, so that either of them may have free Access thereto without any Interruption of the other: **And also** that they the said Copartners once in three Months or oftner, if need shall require, upon the reasonable Request of one of them, shall make, yield and render each to the other, or to the Executors of each other, a true, just and perfect Account of all Profits and Increase by them, or either of them made, and of all Losses by them or either of them sustained, and also of all Payments, Receipts, Disbursements, and all other Things whatsoever by them made, received, disbursed, acted, done, or suffered in their said Copartnership and joint Occupying as aforesaid; and the same Account so made, shall and will clear, adjust, pay and deliver each unto the other, at the Time of making such Account, their equal Shares of the Profits so made as aforesaid; **And** at the End of the Term of — or other sooner Determination of these Presents (be it by the Death of one of the said Copartners, or otherwise) they the said Copartners each to the other, or in case of the Death of either of them, the surviving Party to the Executors or Administrators of the Party deceased, shall and will make a true, just and final Account of all Things as aforesaid, and divide the Profits aforesaid, and in all Things well and truly adjust the same; and that they also, upon the making of such a final Account, all and every the Stock and Stocks, as well as the Gains and Increase thereof which shall appear to be remaining, whether consisting of Money, Wares, Debts, &c. shall be equally parted and divided between them the said Copartners, their Executors or Administrators, Share and Share alike. * **In Witness**, &c.

Of Copartnership between two Bankers, where the one fixt in Business admits the other to be Partner, and to have one Fourth of the Profits.

Articles of Agreement indented, &c. **Between** R. N. of L. Goldsmith, of the one Part, and A. F. of D. Goldsmith, of the other Part

Whereas the said R. N. is possessed of a House and Shop, situate in — for several Years yet to come: **And whereas** the said R. N. hath, for several Years now last past, used and exercised, and doth now use and exercise in the said Shop the Trade of a Goldsmith or Banker, in selling Plate, receiving and keeping several Persons Money, and giving out Bills and Notes for the same, and issuing and paying thereof to the said Persons or their Orders; **And** the said R. N. having a Desire as well to ease himself of the Trouble of the Attendance and Management of the whole Business of the said Trade, as for the Affection he hath and beareth to the said A. F. he the said R. N. is willing to admit and accept the said A. F. to be Partner with him in the said Trade, as to such Part of the Benefit and Advantage thereof, and on such Terms and Conditions as are herein after agreed for the Furnishing, Managing and Carrying on the said intended joint Trade; **And** for that Purpose it is agreed that a Joint Stock of 6000*l.* in Money shall be advanced and made up between them the said R. N. and A. F. (to wit) by the said R. N. three fourth Parts thereof, and by the said A. F. the other one fourth Part thereof, of which said Stock the said R. N. hath accordingly

* See the following Precedents for more Variety of Agreements, Conditions, Provisoes, &c.

ingly advanced and paid the full Sum of 4500*l.* and the said *A. F.* the Sum of 1500*l.* being the Sum of 6000*l.* agreed on to carry on the said Joint Trade; **And** in Regard some Disputes may arise relating to the present Debts and Credits of the said Trade, now managed by the said *R. N.* it is agreed that the Schedule hereunto annexed, (intituled the Schedule of the Debts and Credits of the within named *R. N.*) shall be accepted by the said Parties, and the neat Ballance of the said Account in the Schedule mentioned, shall be taken as Part of the Money to be advanced by the said *R. N.* **Now these Presents witness**, that the said *R. N.* for the Cause aforesaid, and for the Trust and Confidence he hath and reposeth in the said *A. F.* hath admitted and accepted, and by these Presents **Doth** admit and accept the said *A. F.* to be Partner with him in the Trade aforesaid; and the said *R. N.* and *A. F.* are to become Partners in the Trade of a Goldsmith or Banker, to be used, exercised and carried on in the Shop aforesaid, on the Joint Stock aforesaid, for the Term of seven Years, to commence and begin from the — Day of — now last past, before the Date of these Presents: **Nevertheless** under the Limitations, and according to and upon the Covenants, Grants, Clauses, Provisoos, Conditions and Agreements herein after in these Presents mentioned, expressed and declared: **And it is agreed**, by and between the said Parties to these Presents, that the said *R. N.* his Executors, Administrators and Assigns, shall during the said Copartnership, be paid and allowed out of the Joint Stock of the said Trade, in Consideration of and for the Use of the said Shop, the yearly Rent of 10*l.* to be deducted and paid out of the said Joint Stock, by even and equal Portions; **And also** the said *R. N.* is to be allowed and paid out of the said Joint Stock, one fourth Part of all Journeymen's Wages, and one fourth Part of their Diet and Lodging; **And it is agreed** by and between the said Parties to these Presents, that the said *R. N.* his Executors Administrators and Assigns, shall have, receive and enjoy, to his and their own proper Use and Uses, three full fourth Parts, (the whole into four equal Parts to be divided) of all the clear and neat Profits, Produce, Benefit and Advantage, which from Time to Time during the said Copartnership shall arise, accrue, or be made or gotten by the Management of the said Joint Trade, or the Increase or Improvement of the Joint Stock thereof, and that the said *A. F.* his Executors, Administrators and Assigns, shall have, receive and enjoy, to his and their own proper Use and Uses, One full fourth Part of the said Produce, Profit, Benefit and Advantage, which from Time to Time, during the Continuance of the said Copartnership, shall arise, accrue, or be made or gotten by the Management of the said Joint Trade, or the Increase or Improvement of the said Joint Stock thereof. **And** the said *A. F.* for himself, his Executors and Administrators doth covenant, promise and grant to and with the said *R. N.* his Executors and Administrators by these Presents, that he the said *A. F.* shall and will from Time to Time, during the Continuance of the said Copartnership, use his utmost Endeavour, Skill and Diligence to manage the Affairs of the said Joint Trade, and to increase and improve the said Joint Stock thereof to the best Advantage. **And it is agreed** by and between the said Parties to these Presents, that all such Monies belonging to the said Joint Stock and Trade, and the Increase and Produce of the said Joint Stock as shall be received by either of the said Parties to these Presents, during the Continuance of the said Partnership, shall be from Time to Time paid and brought into the said Joint Stock; and that all Taxes, Parish Duties, Payments, Impositions, Servants Wages used in carrying on the said Trade, and all Debts, Losses by bad Debts and Charges whatsoever, which arise or be contracted, made or owing, or grow or become due to be paid by Reason of the said Joint Trade, or the Management thereof, shall be, during the said Partnership, born, paid, sustained and defrayed out of the said Joint Stock, and be deducted and satisfied before any Dividend, according to the said said Parties Interest therein; (that is to say) Three Parts thereof by the said *R. N.* and one fourth Part thereof by the said *A. F.* **And further**, that neither of the said Parties, without the Consent of the other of them first had in Writing, shall become bound or Bail for any Person whatsoever during the said Partnership; **And further**, that the said *A. F.* shall not, without the Consent of the said *R. N.* first had and obtained in Writing, lend to any Person any Sum exceeding 50*l.* **And it is further agreed** by and between the said Parties to these Presents, that all and every the Books of Account touching the said Joint Trade shall be kept in the said Shop, and that once in every Year, (to wit) sometime in the Month of — during the Continuance of the said Partnership, a general, full and perfect Account shall be stated, adjusted and made up between the said Parties to these Presents, of all Matters and Things touching the said Partnership; and after the same shall be made up, adjusted and fairly entered in Books for that Purpose, and signed by the said Parties, Duplicates shall be then also made and signed by the said Parties, and one Part thereof delivered to each of them; which Duplicates shall contain a full Account of the Stock, Debts and Credits of the said Partnership: **And it is agreed**, that after the said annual Account is made up, each of the said Parties shall and may deduct and take out of the Profits, neat Produce and Increase of the said Trade to and for his own particular Use, such Sum and Sums of Money as shall be mutually agreed upon

R. N.'s Debts
and Credits.

R. N. admits
A. F. a Part-
ner.

Agreement as
to Rent.

Servants
Wages.

Diet and
Lodging.

Shares in the
Profits.

Covenant that
he who is
taken into
Copartnership
shall do his
Endeavours in
Managing the
Joint Trade.

Agreement as
to the Joint
Stock and
Produce.

Taxes Pay-
ments, Ser-
vants Wages,
Debts, Losses,
&c.

Being bound
or Bail for
other Persons.

Lending
Money.

Account
Books and
Accounts.

Money de-
ducted for the
particular Use
of each Party.

upon by and between the said Parties to these Presents. And it is hereby further agreed, that Survivorship, no Advantage of Survivorship shall be taken by the said Parties, but that on the Death of either of them, the Executors or Administrators of the Party so dying, giving Security to the Survivor to indemnify him, shall and may receive the Share or Interest in the said Joint Stock of the Party so dying: **Provided always**, and it is hereby declared and agreed by and between, &c. that the said *A. F.* shall not at any Time hereafter during the Continuance of this present Partnership, or by Virtue thereof, have any Power, Liberty or Authority to (nor shall he in any wife) turn away or discharge any Journeyman or Servant employed, or hereafter to be employed in the Joint Trade, without the Consent of the said *R. N.* first had in Writing: **Provided further**, and it is consented and agreed to by the said *A. F.* that if the said *R. N.* shall be desirous and minded to determine and dissolve this present Partnership, (which however is in all Events to continue for the Space of two Years, from the — Day of — aforesaid); that then and in such Case, it shall and may be lawful to and for the said *R. N.* at the End of the said two Years, and upon his giving first a Year's Notice in Writing to the said *A. F.* to determine and make void this present Partnership, and that on that Day twelve Months after such Notice given to the said *A. F.* the said Partnership, and Joint Trade shall cease, determine, and be utterly void and of no Effect; any Thing, &c. **And lastly**, it is hereby declared and agreed by and between the said Parties to these Presents, that at the End of the said Partnership, (either by Effluxion of Time, or by such Notice given to the said *A. F.* by the said *R. N.* pursuant to the Proviso above written,) a just and fair Account shall be taken and made up between the said Parties of the said Joint Stock of 6000*l.* and the Produce, Profit and Proceed thereof, and of all other Matters and Things relating to the said Joint Stock and Trade, and of all Losses, bad Debts, Charges and Deductions, and the neat and clear Produce of the said Joint Stock and Trade, shall be divided into four equal Parts or Shares, three fourth Parts whereof shall belong to, be had, received and disposed by the said *R. N.* and the remaining fourth Part thereof by the said *A. F.* **And also** that the said Parties shall then give each other such Releases, and enter into such Bonds for each other's mutual Indemnity, and take such Measures by Letter of Attorney, to get in the Debts standing out, and execute such other Deeds and other Agreements, and do such other Acts as are usual and reasonable between Partners on the Determination of a Copartnership. **In Witness, &c.**

Proviso as to turning away Servants.

Agreement as to the Ending of the Partnership.

Proviso to end the Partnership on Notice.

Articles of Copartnership between three Sisters to carry on the Business of an Haberdasher of small Wares.

THIS Indenture Tripartite, made, &c. **Between** *E. C.* of — of the first Part, *M. C.* of — of the second Part, and *S. C.* of — of the third Part, **Witnesseth**, that the said *E. C. M. C.* and *S. C.* for the mutual Love and Affection they have and bear to each other, and having had Experience of each other's Care and Fidelity, and in Confidence thereof for the future, and the better to improve their respective Estates, **Have** agreed, and by these Presents **Do** agree to become Copartners in the Art, Trade or Business of a Haberdasher of small Wares, for the Term of seven Years, to commence from — (if the said Parties shall so long live,) with the Joint Stock of 600*l.* to be raised and brought in, in Manner following, and to be managed and carried on for their mutual Benefit and Advantage, at their now Dwelling-House in —; **And** for the End and Purpose **It is mutually covenanted**, consented to and agreed by and between the said Parties to these Presents, that the several Household-Goods, Wares and Merchandises mentioned and comprised in the Inventory, &c. shall be valued and reckoned at the said Sum of 600*l.* and shall be by them allowed, deemed and taken as so much Money, being the whole Money intended to be the said Joint Stock; **And** that they the said *E. C. M. C.* and *S. C.* shall and will be just, true and faithful each to the other in all Buyings, Sellings, Accounts, Reckonings and Dealings together concerning the said Copartnership, and shall and will mutually endeavour by all just Care and Diligence, to advance and promote the said Joint Trade and Stock without Fraud or Collusion; **And** they shall equally bear and allow each an equal Share and Proportion, for or in Respect of the Rent of the House they now dwell in, and of such yearly Rent of any other House or Lodgings which they shall hereafter think fit to take or rent during the said Copartnership, and of all Charges of Housekeeping, Servants Wages, and Parish Rates and Duties, and of all Taxes and Assessments whatsoever, which shall be rated or assessed on them the said *E. C. M. C.* and *S. C.* or any or either of them, in Respect of their said House or Lodgings, Trade or Employment during their said Copartnership; **And also** of all Losses, Costs and Expences, which shall at any Time happen or be occasioned by, or by Means or in Respect of the said Joint Trade during the said Copartnership; (*Subject nevertheless* to the Proviso and Agreement herein after mentioned) without each other's Neglect or wilful Default,

That for the mutual Love and Confidence, &c.

agree to be Copartners. Stock.

Covenant that Household Goods and Wares be valued at —

To be just and true to each other, and pay Rent, Charges of Housekeeping, Servants Wages, and Taxes equally between them,

and bear Losses and Expences.

fault, which shall be from Time to Time paid and sustained out of the said Joint Stock, or the Proceed arising thereby, (*Add a Clause as to dividing the Goods*); **And** that during the said Copartnership, one or more Book or Books of Account shall be kept at the Place where the said Trade or Employment shall be carried on and managed, wherein true Entries shall be made of all such ready Monies or Goods as shall be brought into or employed in the said Joint Stock, and of all Goods by them bought or sold on Account of the said Joint Trade, and of all Debts by them contracted in Relation to the said Copartnership; and an Account shall likewise be taken in Writing of all ready Money by them received in their said Way of Trade, and of all Goods by them sold upon Credit, and Entries shall be made of the Parties Names, to whom each Goods were sold, and at what Rate and Price, and also of what Sum or Sums of Money shall be from Time to Time taken out by the said Copartners, or either of them, or their Order, for defraying the Expence of their Family and Servants, or in any otherwise relating to the said Copartnership; which Books the said Copartners, and their respective Executors and Administrators, shall freely and at all convenient Times, as well during the Continuance as after the Expiration of the said Copartnership, have Liberty to resort to, inspect and peruse, when and as often as Occasion shall require; **And** it is further agreed by and between the said Parties to these Presents, that the said Copartners shall upon such Occasions have Liberty to transcribe a Copy of all or any Part of the Account therein mentioned, without the Let, Hindrance or Denial of each other; **And** that all Bonds, Bills, Notes, Specialties, or other Securities taken by the said Copartners, or either of them, for any Debt or Debts contracted on Account of the said Joint Trade or Employment, shall be made and taken in the Names of all and every the said Copartners, and for their Joint Use and Benefit, and be by them deposited in some convenient Place where the said Trade shall be carried on and managed, to which either of the said Copartners shall have a Liberty to resort as Occasion shall require; **And** that it shall and may be lawful to and for the said E. C. M. C. and S. C. or either of them, with the Approbation of each other of them, and not otherwise, to have and take in Turns one or more Apprentice or Apprentices, or Covenant-Servant to be employed in and about the Business of the said Joint Trade, taking good Security for the Fidelity of such Apprentice or Apprentices or Covenant-Servant, and for their good Demeanor during their Continuance in the said Employment, so as such Apprentice or Apprentices or Covenant-Servant shall be at the Command of all and every of the said Copartners; **And** that all Monies to be had and taken with any such Apprentice or Apprentices or Covenant-Servant shall be brought into the said Joint Stock, and employed during the Continuance in the said Copartnership, for the mutual Benefit of the said Copartners, and then to be accounted for and answered to the Party to whom such Apprentice shall bound; **And** if such Apprentice or Covenant-Servant shall imbezil, waste, purloin and spoil any of the said Goods belonging to the said Copartnership, and the Security taken for the Fidelity of such Apprentice or Servant shall not be responsible to answer the Damage or Loss which shall happen thereby, that then such Loss or Damage shall be sustained and born out of the Joint Stock, or the Proceeds arising thereby. **And** it is further agreed by and between the said Parties to these Presents, that neither of them the said E. C. M. C. and S. C. shall at any Time or Times hereafter, during the Continuance of the said Copartnership, sell or deliver out upon Trust, and without ready Money, any of the Goods employed in the said Joint Trade to the Value of 5*l.* or upwards, or trust out or lend any Money out of the said Stock above the Value aforesaid, to any Person or Persons whatsoever, without the Consent of each other, nor without each other's Consent release or discharge any Debt or Sum of Money which shall be due or owing to them or their Joint Account, or any Part thereof, or any Securities given for the same, but only such and so much as shall be actually received and brought into the Joint Stock, nor compound or agree to accept Part for the whole of any Debt or Sum of Money to them jointly owing or payable without the Consent and Approbation of the others of them thereto in Writing first had and obtained; **And** that neither of the said Copartners shall at any Time during the Continuance of this Copartnership, and before a final Partition made between them, become bound, Bail or Surety for or with or to any Person or Persons whatsoever, either by Bond or Bill, Promise, or otherwise, without the Privity or Consent of the others of them thereto in Writing first had and obtained. **And** it is further agreed by and between them the said E. C. M. C. and S. C. that they shall once in every Year yearly, during the said Copartnership, at the Feast of — or within twenty Days then next ensuing come to a fair, plain and perfect Account and Reckoning with each other, of, for and concerning all Matters relating to the said Copartnership; (*or say*, all their Buyings, Sellings, Tradings and Dealings, for, upon, or by Reason of their Joint Account, and relating to their said Copartnership, and of every such Stock, ready Money and Things as concern or shall then be employed in and about the same, and of the Gains, Profits and Increase thereof, and also of the Charge, Damage, Losses, and Expences happening or accruing thereby; and likewise all Debts owing to and by the said Copartners, for, upon, or in Respect of their said

Books of Accounts to be kept,

and Copies thereof may be made.

Bonds, Notes, &c. to be taken in all their Names.

Of taking Apprentices and Servants.

Money taken with Apprentices.

Imbezilment, &c. by Apprentices.

One not to trust to above 5*l.* without the other's Consent.

Of Releasing and compounding for Debts.

Of being Surety or Bail.

To account once a Year.

said Joint Trade and Dealing) to the Intent it may appear how and in what State and Condition they then stand in Reference to their said Copartnership and Joint Stock; and that upon the Finishing and Perfecting of every such Account, the same shall be fairly written and entered into three several Books for that Purpose to be provided, all three of which said Books shall be subscribed by the said E. C. M. C. and S. C. and one of them so subscribed shall remain with the said E. C. and one of them so subscribed shall remain with the said M. C. and the other of them so subscribed shall remain with the said S. C. which said Account so passed and subscribed shall not be called in Question or any wise controverted, unless some special Error or Mistake shall evidently and plainly appear to have therein escaped, and that the same Error shall be discovered and certified in the Life-Time of all the said Copartners, and not otherwise; **And also** that within 40 Days next after the Expiration of the said Copartnership, a true and general Account shall be made of all their Dealings on Account of their Joint Stock, and a just and equal Partition shall be thereof made: **Provided always,** and it is expressly agreed by and between the said Parties to these Presents, that if either of them the said E. C. M. C. and S. C. shall happen to die before the Expiration of the said Term of seven Years, or other sooner Determination of this present Copartnership, and before a final Account or Partition shall be passed and made between them of all Matters and Things relating to the said Copartnership, no Benefit or Advantage of Survivorship shall accrue unto, or be taken by the others of them in any wise whatsoever; but in such Case, a true and just Account shall be taken by three indifferent Persons, one to be chosen by each of the Survivors of the said Copartners, and the other by the Executors or Administrators of the Party so dying, and the Survivors of them the said E. C. M. C. and S. C. shall have their Election either to take the whole Stock and Produce thereof, at the Rates the same shall be appraised at, paying one third Part of the Value of which the same shall be appraised, unto the Executors or Administrators of the Party so dying, within six Months after such Copartner's Death, or permit and suffer the Executors or Administrators of the Party so dying, to dispose of the said one third Part of the said Stock and Produce thereof, at their own Will and Pleasure; **And** the said E. C. for herself, her Executors and Administrators, doth covenant, promise and agree, to and with the said M. C. and S. C. their Executors and Administrators by these Presents, that she the said E. C. her Executors and Administrators, shall and will well and truly perform and keep all and singular the Covenants, Provisoes and Agreements herein before mentioned on her and their Parts and Behalves to be performed and kept, according to the Intent and true Meaning of these Presents; **And, &c.** (the like Covenants from M. C. to E. C. and S. C. and from S. C. to M. C. and E. C.) **And** it is mutually agreed by and between the said Parties, that in Case either of them the said E. C. M. C. and S. C. shall, at any Time during the said Term of seven Years, be minded to break off and dissolve the said Copartnership, they shall either of them be at Liberty so to do, on giving six Months Notice to the others of them, of such her Intention to dissolve the same; and the Party giving such Notice paying the others of them 50*l.* out of her third Part of the said Joint Stock and Produce thereof, as the same shall be appraised at: **Provided always, &c.** (that if one of the Copartners marry she shall quit the Copartnership. Vide Tit. **Proviso.**) **Provided always,** and it is hereby declared and agreed by and between all the said Parties to these Presents, that if either of them the said E. C. M. C. and S. C. shall marry within the said Term of seven Years, that then the Party so marrying shall quit the said Trade and Stock, and leave the same (being valued in such Manner as herein before mentioned, in Case of the Death of either of the said Parties) to the other of them, who shall pay for the said Stock and Produce thereof, unto the Party so marrying, what the same shall be valued at, within the Space of one Year after such Marriage shall be had, by four equal quarterly Payments, the Party so marrying, allowing unto the others of them, the Sum of 50*l.* out of her third Part of the said Joint Stock and Produce thereof as the same shall be appraised at, as if she had broke off the said Copartnership, in such Manner as aforementioned. **And** it is hereby agreed and declared by and between the said Parties hereunto, that if either of them the said E. C. &c. shall be minded to enlarge the Time of this present Copartnership beyond the said Term of seven Years, that then such one of them shall give Notice to the others of them, of such their Intentions six Months before the Expiration of the said Term of seven Years, or in Default thereof, this present Copartnership shall cease and determine at the End of the said Term of seven Years. **In Witness, &c.**

Agreement of Copartnership between two Brewers.

THIS Indenture made, &c. Between T. T. of — of the one Part, and W. P. of — of the other Part, Witnesseth, that the said T. T. and W. P. having had Experience of each other's Care and Fidelity, and in Confidence thereof for the future, and the better

Agreement to the Copartnership.

Covenant for the same. better in Probability to augment their respective Estates, have agreed upon a Copartnership and Joint Trade; and therefore each of them for himself respectively, and for his several and respective Executors and Administrators, doth covenant, promise and agree to and with the other of them, his Executors and Administrators by these Presents, That from and after the Day of the Date of these Presents, they the said *T. T.* and *W. P.* shall and will be and continue Copartners and Joint Traders in the Art, Trade, Mystery and Business of a Brewer, at and in a Messuage, &c. situate, &c. called, &c. now in the Possession of the said *T. T.* and *W. P.* together with all, &c. thereunto appertaining, mentioned or expressed in one or more Book or Books, Inventory or Inventories signed by both the said Parties to these Presents, and witnessed by the Witnesses to these Presents, on the Day of the Date hereof, for and during the Time and Term of — Years, from the Day of the Date of these Presents, fully to be compleat and ended, (if both the said Parties to these Presents shall so long live); **And** for the fair, equal and better carrying on the said intended Copartnership and Joint Trade in the said Brewhouse, it is declared and agreed by these Presents, by and between the said *T. T.* and *W. P.* that the said *T. T.* for his Part and Proportion, now hath in Stock for the said Trade in ready Money, Debts, Goods, Utensils and Implements fit for the said intended Joint Trade, to full Value of 1000*l.* and the said *W. P.* likewise for his Part, &c. (as before) both which said Sums amount together to the Sum of 2000*l.* which is to remain as Joint Stock, and to be employed and used in and about the said Trade of Brewing, Selling and Uttering of Ale and Beer in the said Brewhouse for and during the said Term of — as aforesaid. **And** for the more orderly proceeding in, and carrying on the said intended Trade and Business, it is mutually covenanted, concluded and agreed by and between the said Parties to these Presents, and each of them the said *T. T.* and *W. P.* doth for himself respectively, and for his several and respective Executors and Administrators, covenant, promise and grant to and with the other of them, his Executors and Administrators by these Presents, in Manner and Form following, (to wit) That, &c. (to be true to each other, &c. as in the last Precedent); **And** that each of them the said *T. T.* and *W. P.* and their several Executors and Administrators, shall have the full Interest, Right, Title and Property of, in and to one Moiety or Half-Part of the said Joint Stock of 2000*l.* and of and in one Moiety or Half-Part of all Gains, Profits and Increase which shall arise, happen, accrue or be made thereby; and also shall equally bear, pay and allow (Costs, Losses, &c. as in the last Precedent, mutatis mutandis) other than such as herein after are particularly expressed and agreed to the contrary; **And** that the said Joint Stock, and also all the Buyings, Sellings and Dealings, Gains, Debts and Credits which shall grow, arise, happen or be made of, or by Reason or Means of the said Copartnership or Joint Trade, Credit or Dealing, or any Thing incident or belonging thereunto, shall from Time to Time, during all the Term of this Copartnership, be truly entered and fairly written in some convenient and fitting Book or Books for that Purpose to be provided and kept at the House where the said Trade is to be carried on, in such Manner as Men of the like Trade use or ought to do; **Of** which said Books the said Copartners, and their respective Executors and Administrators, shall freely and at all Times, as well after as during the Continuance of this Copartnership, have the Sight and Perusal, when and as often as it shall be desired, and shall have Liberty to transcribe, &c. (as in the last Precedent); **And** that all Bonds, Bills, Notes, Specialties and Securities whatsoever, at any Time made or taken for any Matter or Thing concerning their Joint Stock or Trade, shall be made and taken in the Names of both the said Copartners, and for their Joint and equal Use and Benefit; **And** that all Notes and other Securities to be given to any Person or Persons who shall intrust the said Partners with Goods or other Things upon the Account of the said Trade, shall be made and given by and in the Names of them both; **And** also that it shall and may be lawful to and for each of the said Copartners Weekly, (to wit), on Monday in every Week during the said Copartnership, to have and take out of the said Joint Stock for their respective Uses and Occasions the Sum of 20*s.* each: **And** that neither of them the said Copartners shall at any Time, without the Consent of the other of them, release, &c. (as in the last Precedent): **And**, &c. (Neither to the Bail, &c. without the other's Consent; A general Account to be stated once a Year, entered in Books, and Transcripts made, &c. as in the last Precedent). **Provided** always, and it is expressly declared, conditioned and concluded by and between the said Parties to these Presents, and the true Intent and Meaning of the said Parties hereunto, and of these Presents is, that if either of the said Parties to these Presents shall happen to depart this Life before the said Term of — Years, intended for this Copartnership, shall by Course of Time run out and be expired, and before a final Account or Partition shall be made and passed between them of all Matters and Things relating to their said Joint Trade and Copartnership; yet nevertheless no Benefit or Advantage of Survivorship shall accrue unto, or be had and taken by the other of them in any wise whatsoever; any Law, Usage or Custom, or any Thing herein contained to the contrary notwithstanding. **And it is also Provided**, conditioned and agreed, by and between the said Parties to these Presents, and each of them doth

Where.

For that Time.

Stock.

Covenant to be true to each other.

Each to have a Moiety of the Stock and Gains, and bear and pay his Share of Losses and Expenses.

Books of Account to be kept,

which the Copartners may see and take Copies. Bonds and Notes, &c. taken to be in both their Names. The like of Notes, &c. given.

Provido that if one Partner dies, no Benefit shall be taken by Survivorship; and that if one of the Partners in particular dies, and his Son is willing to become a

doth hereby for himself respectively, and for his several and respective Executors and Administrators, covenant promise and grant, to and with either of them, his Executors and Administrators, by these Presents, that if the said *T. T.* shall happen to depart this Life before the Expiration of this Copartnership, and *T. T. junior*, Son of the said *T. T.* Party to these Presents, shall be minded and willing to enter into and become a Partner with the said *W. P.* in this present Copartnership, that he the said *W. P.* shall admit the said *T. T. junior* into this Copartnership, under the Conditions, Covenants and Agreements herein before and herein after mentioned and contained touching the said Copartnership: But if the said *T. T. junior* shall decline or refuse to come into the said Copartnership, then the surviving Partner, his Executors and Administrators, shall and will well and truly pay or cause to be paid unto the Executors and Administrators of the Party so dying, the Moiety or Half Part of the said Joint Stock, and of all such Produce, Profit or Increase, as shall appear to be justly due and coming to such of the said Partners so dying at the Time of the last yearly Stating of Accounts, together with Interest for the same at the Rate of *5 l. per Cent. per Ann.* to be accounted from such said last yearly Stating of Accounts, it being the Intent of the Parties to these Presents, that the Party so dying shall not be intitled or liable to the Profit or Loss in Trade from the Time of the last Stating of Accounts to the Time of their Death, in Manner as follows, to-wit, One Moiety or Half-Part thereof at the End of six Months after the Decease of such of the said Copartners, and the other Moiety or Half-Part thereof at the End of twelve Months next after such Decease: **And** that the surviving Partner, his executor or Administrator, shall have, take and enjoy to his and their own Use and Behoof, the other Moiety or Half-Part of the said Joint Stock, and of all such Profit, Produce or Increase, as shall appear to be justly due and coming to such surviving Partner; and also of all Goods, Wares, Debts, Ready Money and Things then within the said Copartnership, without rendering any Account thereof to the Executor or Administrator of the said deceased Copartner. **And** if any Debts, shall be owing by the said Copartners in their said Copartnership or Joint Trade, such surviving Partner shall pay and satisfy the same within six Months next after such Decease, or so soon as such Debts shall become due; and thereof and therefrom, and of and from every Part thereof, shall at all Times then after save and keep harmless the Heirs, Executors and Administrators of the said deceased Partner; and for securing the several Payments herein before mentioned to the Executors or Administrators of such Partner so dying as aforesaid, the said surviving Partner shall within thirty Days next after such Decease enter into and become bound in and by two several Bonds or Obligations of usual Penalties to the Executors or Administrators of the deceased Partner, for the Payment of the same accordingly; upon sealing and executing of which said Bonds, and securing the said Executors and Administrators of the deceased Partner of and from the Joint Stock, Debts owing and payable by the said Copartners on their joint Account at the Time of the last settling of Accounts before such Death, the said Executors or Administrators shall and will release, assign and quit-claim to the said surviving Partner all their Right, Title, Interest, Claim and Demand of, in and to the said partible Stock and Estate, and all Matters and things thereunto belonging: **And** that upon the Expiration of the said Term of— hereupon agreed upon for the Continuance of this Copartnership, or within twenty Days then next ensuing, a final Account, Partition and Division shall be made and passed by and between the said Copartners, of, for and concerning all such Goods, Wares, Ready Monies, Debts, and other Matters and Things as shall be then due, owing or belonging unto the said Joint Stock and Trade, or to the said Copartners in Respect thereof, or in any wise relating thereto; and also of and for all such Debts, Dues and Sums of Money, as by Reason of their Joint Trade shall be contracted, or be by them owing to any Person or Persons; and likewise of and for all the Gains and Increase, Damages and Losses happening or accruing by, through or in Respect of the said Partible Trade and Copartnership, so that the true State thereof may appear, and what and how much thereof shall then belong to each Party; and then and thereupon, and after all Debts and Sums of Money, owing on the Account of or by Virtue of the said Copartnership, shall be paid, each of them the said *T. T.* and *W. P.* and each of their Executors and Administrators shall have and take to his and their own proper Use and Behoof one Moiety or Half-Part (the Whole into two equal Parts to be divided) of all Things then in Stock between them: **And** as for the Debts which shall then be due and owing on their joint and partible Account, they the said *T. T.* and *W. P.* shall, as equally as may be, divide and part the same into two several Shares or Lots; and the Debts which by such Lot shall fall out to either of the said Copartners, his Executors or Administrators, together with the Securities concerning the same, shall be assigned and set over to him or them by the other of the said Copartners, his Executors or Administrators, and he or they shall be fully empowered to receive the same to his or their own Use and Behoof, without any Let or Hindrance of or by the other of them, his Executors or Administrators, and that according to the Intent and true Meaning of these Presents: **And** that neither of them the said *T. T.* and *W. P.* shall or

Copartner, the other shall admit him; but if the Son refuses, the deceased's Moiety to be paid to his Executor with Interest, and the surviving Partner to have the other Moiety; and surviving Partner to pay the Debts owing by them, and indemnify the Deceased's Executors, &c. from the same, and give security to Executors of the Deceased for their Moiety, and upon giving thereof, such Executors to release their Right to the Stock, &c.

Accounts to be passed within 20 Days after Copartnership ended.

Debts standing out to be divided and assigned.

That neither will Copartner

shall follow
the said Trade
with any
other Person.

Differences to
be left to Ar-
bitration.

When Arbit-
ration to be
made.

No Action to
be brought
before Re-
ference to Ar-
bitration.

Other Cove-
nants.

will at any Time or Times during the said Copartnership, exercise or carry on, either separate-
ly or in Copartnership with any other Person or Persons, the said Mystery or Trade of a
Brewer, in any Manner or wise howsoever. **And lastly**, it is mutually covenanted, con-
cluded and agreed, by and between the said Parties to these Presents, for themselves, their
Executors and Administrators, that if any Doubt, Question, Controversy or Difference
shall happen or arise between the said Parties concerning the said Copartnership, the same
shall be referred unto two indifferent Persons, being Master Brewers, to be nominated by the
said Copartners within seven Days next after such Difference shall arise or happen, (each of
the said Copartners to chuse one) to be by them heard and determined, or else by an Um-
pire, to be nominated and appointed by the said two indifferent Persons, in Case they them-
selves cannot agree and compose the same; and that each of the said Copartners, his respec-
tive Executors and Administrators, shall and will stand to, abide, perform and keep such
Order and Determination therein, as the said two indifferent Persons, or the said Umpire so
to be chosen as aforesaid, shall make and give between the said Referrers, so as the same be
rendered and given under the Hands and Seals of such Person or Persons within twenty
Days next after such Difference shall be referred to them or him respectively; **And** that
neither of the said Parties to these Presents, his Executors or Administrators, shall com-
mence or bring any Action or Suit, or seek any Remedy whatsoever either in Law or
Equity, to be relieved in the Premises before such Difference shall be put to Reference as
aforesaid. (*Add a Covenant, that either of the Copartners may dissolve the Copartnership on giv-
ing Notice and paying Money; and Covenants for Performance of Covenants, as in the last Prece-
dent*). **In Witness, &c.**

*Agreement between Persons to fit out a Ship to the East-Indies, and each to have an
equal Share of the Profits at her Return.*

Recital of the
Ship being
bound to C.
and back.

And of Agree-
ment to raise
a Stock to be
laid out in
Goods.

Agreement of
the Parties.

Whereas *T. B.* Commander of the good Ship called the *F.* whereof, *S. C.* of, &c. and
G. P. are Part-Owners, is bound out in and with the said Ship on a Voyage to *Cbina*,
and back again to the Port of *London*: **And Whereas** the said *S. C.* *G. P.* and *T. P.* have
agreed to make up together a stock of — *l.* Sterling, to be laid out and invested in Goods,
Wares and Merchandizes, for the equal Benefit of all the said Parties, for which Purpose the
said *S. C.* and *G. P.* have each of them paid into the Hands of the said *T. B.* the Sum of
— the Receipt whereof the said *T. B.* doth hereby acknowledge: **Now therefore it is**
agreed between all the said Parties, and the said *T. B.* doth hereby covenant, promise and
agree, to and with the said *S. C.* and *G. P.* their Executors, Administrators and Assigns,
jointly and severally, that he the said *T. B.* shall and will add and make up — of his own
Money to the said — *l.* paid him by the said *S. C.* and *G. P.* and that he the said *T. B.* shall
and will upon the said Ship's Arrival at *Cbina*, or in her said intended Voyage, lay out and
invest the same in Goods, Wares and Merchandizes, to the most Profit and Advantage of all
them the said Parties that he can, according to the best of his Judgment, and with Respect to
the Orders and Directions of the said *S. C.* and *G. P.* in and touching the same, and shall and
will bring home the Effects and Produce thereof in and with the said Ship, (the Casualties of
the Seas excepted), and upon the Arrival at *London*, or any other Port in *England*, or
sooner, if Opportunity shall serve, shall and will send the Invoice of the Produce of the said
— *l.* to the said *S. C.* and *G. P.* their Executors or Assigns, or some of them, at *London*;
and will also make a just and true Account to them, or some of them, of all the produce of
the said — *l.* **And it is agreed** between all the said Parties, that all the Produce and Ef-
fects of the said — shall be sold and disposed of at *London*, with all convenient Expedition
after Arrival thereof, for the equal Advantage of all the said Parties, and that each of them
shall have and receive one full third Part of the neat Proceed thereof: And that no Benefit of
Survivorship shall come unto or be claimed by any of the said Parties, of, in or to the
said — *l.* or the Proceed, by the Death or Decease of either or any of them. **In**
Witness, &c.

*An Agreement for a Joint Trade in (any particular Commodity) to a Place beyond Sea,
several of the Parties living there, and one in L. who is to send the same to them, and
they are to sell the same there.*

Agreed, &c. Between *W. L.* of, &c. of the one Part, and *W. G. N. R.* and
A. S. of *S.* in the Kingdom of *S.* Merchants, of the other Part, and *T. S.*
of *L.* of the other Part, as followeth, (that is to say),

The said Parties, as well in Consideration of the Confidence they have in each other, as
for their mutual Benefit and Advantage, have proposed and agreed to be jointly con-
cerned

cerned in such Quantities of (*Tobacco*) as the said *W. L.* shall from Time to Time send and consign to the said *W. G. N. R.* and *A. S.* at *S.* for Sale there, not exceeding —Hogheads at any one Time, both for Profit and Loss, upon the Terms and Agreements according to their several Parts therein hereunder mentioned: **And therefore** it is mutually covenanted, declared and agreed by and between the said *W. L.* for himself, and the said *W. G. N. R.* and *A. S.* and *T. S.* for themselves jointly and severally, and for their respective Executors and Administrators, by these Presents, in Manner following, (that is to say), **That** all such (*Tobacco*) which shall be so sent from Time to Time to *S.* by the said *W. L.* and consigned to the said *W. G. N. R.* and *A. S.* for sale there, one Moiety thereof is to be and shall be for Profit and Loss, for the proper Account and Risque of the said *W. G. N. R.* and *A. S.* and *T. S.* in equal eight Parts; and they the said *W. G. N. R.* *A. S.* and *T. S.* or some of them, will dispose thereof for the most Profit and Advantage, and will render just Accounts of the Sale thereof to the said *W. L.* from Time to Time: **And that** Commission shall be charged by and for the proper Account of the said *W. L.* at *L.* in the Invoice thereof, of all such Tobacco which shall be so sent: **And that** upon sale of the said (*Tobacco*) at *S.* Commission shall be also charged by and for the joint and proper Account of the said *W. G. N. R.* and *A. S.* according to their Shares therein as aforesaid: **And that** all such bad Debts which shall at any Time happen upon Sale of any such (*Tobacco*), shall be born by the said Parties proportionably, according to their several Shares in the said Goods: **And that** they the said *W. G. N. R.* *A. S.* and *T. S.* within — Months always after any such Quantity of Tobacco shall be shipped at *L.* consigned and for the Account aforesaid, shall and will remit to the said *W. L.* by Bills of Exchange, payable in *L.* a Moiety of the Invoice, Price or Value thereof, or otherwise the said *W. L.* may draw Bills of Exchange on the said *W. G. N. R.* *A. S.* and *T. S.* which Bills they agree in such Case duly to pay: **And that** the Moiety of all the Proceed of all such Tobacco shall on Sale thereof at *S.* be brought to the particular Credit and separate Account of the said *W. L.* **And that** they the said *W. G. N. R.* *A. S.* and *T. S.* shall and will invest the Value thereof in such Goods and Commodities, and ship them on Board such ships as the said *W. L.* shall from Time to Time order and direct, for the proper Account and Risque of the said *W. L.* **And that** when any such Quantity of Tobacco, which shall be at any Time or times sent as aforesaid, shall be sold at *S.* and the said *W. L.*'s Part answered and made good to him, the joint Interest between the said *W. L.* and *W. G. N. R.* *A. S.* and *T. S.* shall as to the said Quantity so sold cease and be determined. **And lastly**, it is declared and agreed by and between the said Parties, that these Presents, or any Thing therein, shall not be construed to make any joint Concern or Partnership between the said *W. L.* *W. G. N. R.* *A. S.* and *T. S.* in Respect of any other of their Affairs, Trade or Dealings whatsoever, otherwise than as to the particular Matters aforesaid. **In Witness, &c.**

An Agreement between two Persons, each having a different Quantity of Goods, on Payment by the one of Money to balance the Difference, that they shall be equal Sharers of both Parcels.

Articles of Agreement indented, &c. Between *S. N.* of — of the one Part, and *C. H.* of — of the other Part, as follows, (to wit),

WHEREAS the said *C. H.* hath, on the, &c. last, bought of *G. P.* a Parcel of — amounting, as by Bills of Parcels, to, &c. and the said *S. N.* hath another Parcel of — which according to Bill of Parcels thereof agreed by the said Parties and delivered to the said *C. H.* the, &c. amount to the Sum of — the Half-Part of which said last mentioned Parcels of — or thereabouts, the said *S. N.* hath delivered to the said *C. H.* which he acknowledges to have received accordingly, the other Parts thereof are remaining in the Warehouse of the said *S. N.* **Now these Presents, Witness,** that the said Parties have agreed, and do hereby for themselves, their Executors, Administrators and Assigns, mutually covenant, promise and agree, to and with each other, his and their Executors, Administrators and Assigns as followeth, (that is to say), that they the said Parties shall and will be equally concerned in both the said Parcels of Skins, which according to the said Bills of Parcels amount to in the Whole — and in all Profit and Loss thereby arising or happening; and that each of them shall and will pay and make good unto the other of them their respective Moieties of the several Sums which the said Goods according to the several Bills of Parcels thereof amount unto as aforesaid; **And** that all Charges, Expences, Losses and Damages, and likewise all Gain and Advantage by or in Respect of the several Parcels of Skins, shall be equally born, had and received, by and between the said Parties, Share and Share alike: **And** the said *C. H.* doth undertake to sell and dispose of the said Goods for the most Profit and Advantage of both of the said Parties: **In Consideration** whereof the said *S. N.*

Recital that one of the Partners has bought a Parcel of Goods, and the other Party has others.

Covenant that they shall be equal Sharers of both Parcels.

In Consideration thereof

the one shall
pay to the
other a Sum
of Money

Survivorship.

S. N. doth agree to pay and allow to the said C. H. out of his own Moiety, — Guineas; and the said Parties do agree to take each other's Advice and Consent in all Matters and Things relating to the said Goods and Disposal thereof, and to be just and true to each other therein. **And lastly**, it is agreed, that no Benefit of Survivorship shall be claimed by either of the said Parties of, in or to the said Premises, but that the Part and Share therein of each of them shall remain and go to his Executors and Administrators; any Law or Custom, or any Thing herein to the contrary notwithstanding. **In Witness, &c.**

Between two Undertakers, to be Copartners in furnishing Funerals with Ostrich's Feathers, but not as to other Business which either of them may follow.

Articles of Agreement indented, made, &c. **Between W. L. &c.** of the one Part, and **A. R. &c.** of the other Part, as followeth, (that is to say),

Recital that
one is possess-
ed of the
Feathers,
and the other
is desirous to
be equally
concerned,
and pays Mo-
ney so to be.

Agreement to
be Partners,
&c.

Who to keep
them,
and use them.

Account.

Of lending
them.

Losses.

Death.

No Partners
as to other
Matters.

Other
Feathers.

Whereas the said Parties do severally use the Business or Employment of furnishing Funerals, and the said W. L. is possessed of — Plumes of Black Ostrich Feathers, and — Plumes of White Ostrich Feathers, bought at his own Charge, used for Horses and Horses, and in and for accommodating and adorning Funerals; and the said A. R. is desirous, and hath requested the said W. L. to be equally concerned in the said — Plumes of Ostrich Feathers, and all Profit and Loss thereby, which the said W. L. in Consideration of — to him in Hand paid before Sealing hereof by the said A. R. doth consent unto, the Receipt of which said Sum of — the said W. L. doth hereby acknowledge: **Now these Presents witness**, that it is hereby agreed and covenanted by and between the said Parties, that they the said Parties shall and will be and continue as Partners in the said — Plumes of Feathers, and all Profit and Loss thereby, but not in any other Matter or Thing relating to their several Trades and Employments, or otherwise howsoever, for the Space of — Years now next, if both of them so long live. **And it is further agreed**, that when the said Plumes are not in Use, or lent abroad, the same shall be kept, Half of the said Black and white Feathers by the said W. L. and the other Half thereof by the said A. R. **And that** when either of them shall have Occasion to use all the said Feathers, or such of them as then shall be or remain in the Hands of the other of them, the said Parties in such Case, upon Request, will severally deliver to each other such Parts of the said Feathers as shall remain in their several Keepings, to be lent abroad, or used by the said Parties severally as aforesaid, but that the same shall not be lent abroad to any other Person or Persons, but with the joint Consent of the said Parties: **And that** they the said Parties shall and will give a just Account, and pay to each other his and their full and equal Half-Part of all Monies to grow due and be received for the Use of the said Feathers from Time to Time, without Fraud: **And that** such of them, as shall at any Time lend the said Feathers to any other Person or Persons, shall so often be answerable and pay to the other of them the one Half-Part of the Money to grow due for the Use thereof, and send a Servant to attend and look after them, and return the Half thereof received from the other of them the said Parties, to be by him kept as aforesaid, immediately when the same shall come home and be out of Use, from Time to Time; or in Default of such Delivery, shall forfeit and pay unto the other of them — *per diem* for every Day either of their Parts thereof be kept from and not delivered unto the other of the said Parties, when the same is out of Use, according to the true Meaning hereof: **And it is agreed**, that all Charges and Losses by the said Feathers shall be equally born by the said Parties. **And it is agreed and declared**, that in Case of the Decease of either of the said Parties before the Expiration of the said — Years, no Benefit of Survivorship shall be claimed by either of the said Parties in or to the said Feathers, or any Profit arising thereby; but in such Case each of their Parts herein shall remain and go to the Executors and Administrators of the Party deceased; any Law or Custom to the contrary notwithstanding: **And that** in such Case of the Decease of either of the said Parties, the Survivor shall pay to the Executors or Administrators of the Party deceased, so much lawful, &c. as his Part and Share in the said Feathers shall amount unto, upon a Valuation thereof by two indifferent Persons, upon their delivering up the Half-Part of the said Feathers, then in their Keeping, unto the said Survivor: **And it is declared**, that these Presents shall not create any joint Interest or Concern between the said Parties in any of their Employments, Trades or Businesses, but only in and for the Feathers as aforesaid. **And lastly**, it is mutually agreed and covenanted by and between the said Parties, that neither of them shall nor will use any other Feathers for Horses and Horses during the said Term of — Years, without the joint Consent of the said Parties, or when the said Feathers are in Use, and then cannot be had. **In Witness, &c.**

An Agreement to continue a Partnership.

Articles, &c. Between *M. B.* of the one Part, and *H. P.* of the other Part, *viz.*

Whereas the said *M. B.* and *H. P.* have for several Years last past been equally concerned together as Partners or Joint Traders in the Trade of — and in all Profit and Loss thereby: **And** whereas before Sealing hereof they have made up between them a full Account and Reckoning of and concerning the said Trade and Goods, and Debts belonging and owing to and by them upon Account thereof, containing all Charges, and Profits and Loss thereby, whereof each of them hath to the Date hereof paid and received one equal Moiety or Half-Part; and upon making up the said Account, there appears to be remaining in Stock at the Sealing hereof, in Goods and Debts, owing on Account of the said Trade, the Sum or Value of — which belongs to them jointly, and wherein they are equally concerned; out of which said Stock are due and payable on Account of the said joint Trade several Debts amounting to — *l.* **And** whereas the said Parties intend to continue the said Trade of — in the Dwelling-house of the said *M. B.* in, &c. for — Years, with the said joint Stock of, &c. and to be concerned therein equally as to Profit and Loss: **Now** these Presents witness, that in Consideration of the Trust and Confidence which the said Parties have had and repose in each other, it is hereby declared, covenanted and agreed, by and between the said Parties for themselves, their Executors, Administrators and Assigns, that the said Parties are, shall and will become and continue Partners and joint Traders in the Trade of Bisket-baking, and vending and selling of Biskets, upon a joint and equal Account between them, for Profit and Loss, for the said Time or Term of — Years, to commence from the Date hereof, if both the said Parties shall so long live. **And it is agreed,** that all Charges and Losses, and all Profit arising by and on Account of the said joint Trade, shall be equally paid, received and born by and between the said Parties, and that the said *M. B.* for and in Consideration of the Rent of the Shop, and other Conveniencies wherein the said Trade is driven, shall have and receive all Benefit and Advantage to be had and made by the Bran arising by the Flour or Meal used in the said joint Trade, as he hath hitherto had and received the same. **And** it is further covenanted, &c. (*that the Parties shall be true to each other*) and have not, shall nor, nor will do or suffer any Act or Thing whatsoever, whereby or by Means whereof any Goods, Monies, or Things, belonging to the said joint Trade, shall or may be extended, seized or taken in Execution, but that each of them shall and will defend the said joint Stock and Trade from their own private and separate Debts, and all Damages by Reason thereof: **And** that at the End of the said Term, &c. the said Parties, or their Executors and Administrators, shall and will make up a full and just Account and Reckoning between them, of and concerning the said joint Trade and Stock, and all Goods, Monies, Debts and Things belonging and owing to and on Account thereof, and all Profit and Loss thereby: **And** that upon making up the said Account, all Monies and Debts owing on Account of the said Trade, and Charges and Damages thereby, shall be first paid and discounted, and after Payment, or Distributing hereof, all the remaining Monies, Debts and Things belonging and owing to and on Account of the said Trade, shall be had, received, enjoyed, and be divided by and between the said Parties equally, Share and Share alike, and without any Benefit of Survivorship to be had or taken by or between the said Parties in Respect of the said joint Trade, in Case of the Decease of either of them before the Expiration of the said Term; any Thing herein, or any Law, Custom or Usage to the contrary notwithstanding. **In Witness, &c.**

Covenants indorsed on Articles of Copartnership for continuing the same, with other Covenants.

THESE Presents indorsed witness, That it is mutually declared and agreed between the within named *A.* and *B.* for themselves, their Executors and Administrators respectively, that the Partnership and join Trade between them within mentioned, shall be continued between them for the Term of — Years, from the Expiration (*Or you may begin thus,* We the within named *A. B.* and *C.* do by these Presents indorsed declare, and mutually covenant and agree, unto and with each other, his and their Executors and Administrators, to continue the joint Trade and Partnership within mentioned for the further Term of — Years, from the Expiration, &c.) of the — Years within mentioned to be accounted, if both of them shall so long live, with the joint Stock, and under and subject to the several Covenants and Agreements as are within expressed and contained: **And** whereas since the

Sealing and Executing of the within written Indenture of Partnership, the said *A.* hath bought and purchased the Lease and Term of and in the said Messuages and Premises within mentioned, which he then held at a Rack-Rent: **It is therefore further declared** and agreed between the said Parties, that if the said *A.* shall happen to die before the Expiration of the said Term of — Years, and the said *B.* shall him survive, that then the Executors and Administrators of the said *A.* are only to grant, and upon the said *B.*'s giving Security for Payment to the Executors or Administrators of the said *A.* of so much Money as Part and Share in the joint Stock and Debts, which shall be then owing on Account of the said joint Trade, shall amount unto, and for the — *l.* to be allowed to the said *A.* for his Charges in Repairs, and other Works about the said House, as in the within written Indentures in that Behalf is expressed, and according to the true Meaning thereof, they the Executors and Administrators of the said *A.* shall and will at the Charge of the said *B.* seal and execute to him a Lease of the said Messuages or Tenements for the Term of — Years, to commence from the Quarter-Day next after the Decease of the said *A.* at the yearly Rent of — *l.* to be paid Quarterly, and with such Covenants to be contained therein, as are contained in the Lease whereby the said *A.* holds the said Premises, which Lease the said *B.* agrees to accept, and at the same Time to seal a Counterpart thereof to the Executors or Administrators of the said *A.* and that the said Executors or Administrators are not to grant his Lease and Term of Years therein, as within is mentioned, nor any further Term therein, otherwise than as aforesaid; the within written Indentures, or any Covenant or Clause therein to the contrary notwithstanding. **In Witness, &c.**

An Assignment of a Share in Copartnership in a Stage-Coach.

Recitals, viz.
As to the Articles of Partnership in the Warrington Stage.

As to Mr. K. and Mr. W.'s having three of the eight Shares therein.

THIS Indenture, made, &c. **Between** *J. K.* of, &c. and *G. W.* of, &c. of the one Part, and *A. J.* of, &c. and *J. H.* of, &c. of the other Part. **Whereas** by certain Articles of Agreement and Copartnership of seven Parts, bearing Date, &c. and made between the said *J. K.* of the first Part, the said *G. W.* of the second Part, *T. W.* of, &c. of the third Part, *J. S.* of, &c. of the fourth Part, *W. M. C.* of, &c. of the fifth Part, *S. L.* of, &c. of the sixth Part, and *T. A.* of, &c. of the seventh Part; **Whereby** (after reciting, that the Parties thereto had set up two weekly Stage-Coaches, the one to travel from the Bell-Inn in Woodstreet, London, to the Bull-Inn in Warrington, in the County of Lancaster, and the other from the said Bull-Inn to the said Bell-Inn, and to set out from each of the said Places on every Monday Morning; and that they for that Purpose had provided four Coaches and twenty-four Horses, with Harness, Furniture, and other Accoutrements for such Coaches and Horses) it was agreed that the same should be divided into eight Parts or Shares, and that the said *J. K.* and *G. W.* should have and be intitled to three Shares thereof, and that each of the other Parties should severally have and be intitled to one other Share thereof; and it is by the said Articles reciprocally covenanted and agreed by and between all the Parties thereunto, **That** from the Execution thereof, they the said Parties, according to their several Shares and Interests therein before expressed, should be Joint Owners and Partners of and in the said Coaches, Horses, Harness, Furniture and Accoutrements, and should continue and use the same, travelling from and to the Places in the Manner the same were then kept and used, and that they should bear and pay each of them, according to their Shares and Interest, their Parts and Shares of all Costs, Charges and Expences of Maintaining and Keeping thereof, and of all Damage and Losses that might happen thereby or by Reason thereof, and each have and receive like Parts of Shares of all Profit and Advantage to be had or made thereby; and that each of the said Partners should also bear and pay like Parts and Shares of all such Sums of Money as should be laid out or expended in the Repairing of the Coaches, Harness and Accoutrements, and in keeping of the Horses then or that should thereafter belong to the said Joint Stock, and also of such Sums as should be expended or laid out in the Purchasing of any new or other Coaches, Horses, Harness, or other Things whatsoever, for the Use and Benefit of the said Joint Stock, and for the carrying on the Business of travelling in such Manner as the same was then carried on, as was by all the said Parties to be afterwards carried on, and that none of the said Parties should set up or be a Partner, or any way interested in any other Stage-Coach travelling or to travel between London and Warrington, or to or through any of the Towns or Places therein abovementioned; **And** it is by the said Articles further mutually covenanted and agreed between all the said Parties thereto, that all Accounts relating to the said Partnership should be settled twice in every Year, (to wit) at Midsummer and Christmas, and that within one Week next after either of the said Days, all Bills should be delivered in to be inspected and examined, and that the Bills from all Places at and between London and Coventry should be delivered to and settled and approved by the said *J. S.* and that all other Bills relating to the said Partnership should be delivered to and approved by the said *T. W.* and that the Accounts

counts thereof should be settled and adjusted within one Month next after each of the said Days; and that if any of the said Parties thereto should not, within fourteen Days next after the Settling of any such Account, pay unto the Person or Persons who should by the rest of the said Partners, or the major Part of them, be appointed to receive the same all such Sum and Sums of Money as his Part or Share should amount to of the Money, that should by such major Part of the said Partners be agreed upon to be raised and paid for the Advancement and Carrying on of the said Partnership; and for want of such Payment within the Time aforesaid, the Part or Share of him or them making such Default, shall be sold and disposed of by such Person or Persons as should be for that Purpose appointed by the rest of the said Partners, or the major Part of them, and so much deducted therefrom as the Share or Proportion of such Persons so making Default should amount to, towards the Advancement and Carrying on the said Partnership, rendering to him the Overplus, if any be; and with and under such other Covenants, Restrictions, Conditions and Agreements in the said Articles contained on the Part of the several Parties thereto, be paid, done and performed, in such Manner as therein is mentioned and expressed, as in and by the said in Part recited Articles duly executed by all the Parties thereto (Relation being thereunto had) more fully may appear: **And whereas** the said J. K. and G. W. by Virtue of the said Articles being intituled to three of the eight Parts or Shares of and in the said Coaches, Horses, Accoutrements and Profits belonging to the said Warrington Stage as aforesaid, they have lately absolutely sold, disposed and assigned two of their said eight Parts or Shares therein unto A. B. of, &c. and they the said J. K. and G. W. (in Consideration of the Sum of 63*l*. to be paid to them, by the said A. J. and J. H.) have agreed to sell and assign their said remaining eighth Part or Share of and in the said Horses, Coaches, Accoutrements and all Profits of the said Warrington Stage, unto them the said A. J. and J. H. *Subject nevertheless* to and under such Provisoos, Restrictions and Agreements as are herein after mentioned, expressed and declared of and concerning the same; *In Consideration whereof* they the said A. J. and J. H. have agreed to pay to them the said J. K. and G. W. the said Sum of 63*l*. in such Manner as herein after mentioned, and also to accept of such Assignment, subject in such Manner as herein after is expressed: **Now this Indenture witnesseth**, That they the said J. K. and G. W. (in Pursuance of their Part of the said recited Agreement, and for and in Consideration of the said Sum of 63*l*. of, &c. to be to them paid by the said A. J. and J. H. on the several Days, and in such Manner as herein after mentioned; and also for and in Consideration of the Sum of 5*s*. of like lawful Money to them now paid by the said A. J. and J. H. the Receipt of which 5*s*. is by them hereby acknowledged,) **Have** bargained, sold, assigned and delivered, and by these Presents they the said J. K. and G. W. **Do** and each of them **Doth** freely, clearly and absolutely bargain, sell, assign, and in due Form of Law deliver unto them the said A. J. and J. H. their Executors, Administrators and Assigns, **As well all** that their the said J. K. and G. W.'s remaining eighth Part or Share of and in all the said Horses, Coaches, Harness, Furniture, and other Accoutrements for the said Coaches and Horses belonging to the said Stage from *London* and *Warrington*, and from *Warrington* and *London* as aforesaid, **As also all** their eighth Part or Share of all such clear Profits as have been made of the said Stage from the 28th Day of *December* now last past, (being the Time of driving and carrying on the same) to the Day of the Date hereof; as likewise all their eighth Part or Share of and in all the future Profits whatsoever which from henceforth shall arise or be made of the said Stage, during the Continuance of the said recited Partnership, and all the Right, Interest, Property, Benefit, Advantage, Claim and Demand whatsoever or howsoever of them the said J. K. and G. W. or either of them, of, in and to the said hereby bargained and sold Premises, and every Part thereof, by Virtue of the said Articles of Partnership, or otherwise howsoever; **To have**, hold, receive, take and enjoy the said eighth Part or Share of the said Coaches, Horses, Accoutrements, Profits, and all and singular other the herein before mentioned and intended to be hereby bargained and sold Premises, unto and to and for the only Use and Benefit of them the said A. J. and J. H. their Executors, Administrators and Assigns, in equal Moieties, without any Benefit of Survivorship to be taken by either of them from henceforth for ever, and that in as full, large, ample and beneficial Manner, to all Intents, Constructions and Purposes whatsoever, as they the said J. K. and G. W. could or might have had, held, recovered, received, enjoyed or disposed of the same, in case these Presents had not been made. **And** for the better and more effectual Confirmation of these Presents, and of the Bargain and Sale hereby made, they the said J. K. and G. W. at the Time of Executing hereof, have given and delivered unto them the said A. J. and J. H. two brass Buckles in the Name of Seisin, of all and singular the hereby bargained and sold Premises. **And** they the said J. K. and G. W. for themselves, and for their respective Executors and Administrators, all and singular the hereby bargained and sold Premises, unto them the said A. J. and J. H. their Executors, Administrators and Assigns, against all and every Person and Persons whomsoever, shall and will

As to the Sale of the two of the eight Shares, and Agreement for Sale of the other eighth Share to Mr. J. and to Mr. H.

First, Consideration being Assignment of an eighth Part to Mr. J. and Mr. H.

Habendum.

Seisin.

Warranty.

Subject, &c. will warrant and for ever defend by these Presents; **Subject nevertheless** to the Payment of a full eighth Part of all and every such Payments, Losses, Costs, Charges, Damages and Expences whatsoever, as have since the said 28th Day of *December* now last past been paid, expended or sustained, touching or concerning the said Stage; and also subject to one eighth Part of all such future Payments, Conditions, Restrictions and Performance of all Covenants and Agreements as are mentioned, expressed and declared in the said recited Articles on the Part and Behalf of them the said *J. K.* and *G. W.* to be paid, done and performed, in Respect of the hereby bargained and sold Premises, **And also subject** to the Proviso and Condition herein after contained for making void these Presents, and the Bargain and Sale hereby made: **And this Indenture further witnesseth**, that they the said *A. J.* and *J. H.* (in Pursuance of their Part of the said recited Agreement, and in Consideration of the Bargain and Sale of the said third Part of the said Premises so made to them as aforesaid) **Do** hereby for themselves, and for their several Executors and Administrators, covenant, promise and agree to and with each of them the said *J. K.* and *G. W.* their respective Executors, Administrators and Assigns in Manner following, *viz.* That they the said *A. J.* and *J. H.* or one of them, their or one of their Executors or Administrators, shall and will well and truly pay, or cause to be paid unto the said *J. H.* and *G. W.* their Executors, Administrators or Assigns, the said Sum of 63 *l.* of such lawful Money as aforesaid, in Manner following, *viz.* the Sum of 21 *l.* Part thereof on the 25th Day of *October* next ensuing the Day of the Date hereof, the Sum of 21 *l.* other Part thereof, on the 25th Day of *February* then and now next ensuing, and the Sum of 21 *l.* Residue and in full thereof, on the 25th Day of *June* then next following, and which will be in the Year, &c. without any Manner of Deduction or Abatement whatsoever for Taxes, or any other Charges howsoever; and also shall and will pay, do and perform all and every such Payments, Covenants, Conditions and Agreements, as in the said recited Articles are mentioned and expressed, and which on the Part and Behalf of them the said *J. H.* and *G. W.* are thereby to be by them paid, done and performed, in Respect of the hereby assigned third Part of the said Premises, according to the true Intent and Meaning of the said Articles and of these Presents: **And thereof** and therefrom shall and will save, keep harmless and indemnified them the said *J. K.* and *G. W.* their Executors and Administrators, of and from all Costs, Charges, Expences and Damages whatsoever touching or concerning the same: **Provided always**, and these Presents are upon this express Condition nevertheless, that in case they the said *A. J.* and *G. W.* their Executors or Administrators, shall make Default in Payment of any or either of the said Sums of 21 *l.* 21 *l.* and 21 *l.* so payable on the several Days, and in Manner as aforesaid, or of any Part of either of the said Sums; then and in such Case (but not otherwise) the Bargain and Sale hereby made of the third Part of the said Premises, and every Article, Clause and Thing herein contained touching the same, shall from thenceforth be absolutely void and of no Effect, to all Intents, Constructions and Purposes whatsoever; and that then and from thenceforth, it shall and may be lawful to and for the said *J. K.* and *G. W.* their Executors and Administrators, to have, hold and enjoy all and singular the said hereby bargained and sold Premises, as in their former Estate, Right and Interest therein; any Thing herein contained to the contrary thereof in any wise notwithstanding. **In Witness, &c.**

Second Consideration, being Mr. J. and Mr. H.'s Covenant to pay the 63 *l.* and to indemnify, &c.

Proviso,

Sealed and delivered by all the Parties (being first duly stampd, and Possession and Seisin of all and singular the within bargained and sold Premises being then given unto the within named *A. J.* and *J. H.* by Delivery to them of the within mentioned two brass Buckles, by the within named *J. K.* and *G. W.* according to the true Intent of the within written Bargain and Sale) in the Presence of—

Copartnership between two Schoolmasters:

THIS Indenture made, &c. **Between** *T. Q.* of, &c. Schoolmaster, of the one Part, and *J. M.* of the same Place, Schoolmaster, of the other Part. **Whereas** the said *T. Q.* and *J. M.* have mutually agreed to be Partners or Joint Schoolmasters, therefore **These Presents witness**, that the said *T. Q.* for and in Consideration of the Sum of, &c. to him in Hand paid by the said *J. M.* the Receipt, &c. and of the further Sum of, &c. to be paid by the said *J. M.* within six Months from the Date hereof; **He** the said *T. Q.* **Doth** hereby assign, transfer, and set over unto the said *J. M.* **One Moiety** or Half-Part of his Term as yet to come, of and in the School which he now possesses and teaches in, &c. aforesaid; **And also doth** hereby bargain and sell unto the said *J. M.* one Moiety or Half-Part of the Fur-

Furniture, Goods, and other the Appurtenances now the Property of the said T. Q. of, in or belonging to the said School; And the said T. Q. and J. M. Do respectively covenant, promise and agree, to and with the other of them by these Presents, that from the Date hereof they the said T. Q. and J. M. shall and will be and continue Copartners and Joint Teachers in the said School, situate, &c. as aforesaid, or other Place where the said T. Q. and J. M. shall agree and think convenient for carrying on the Art or Mystery of Schoolmasters in teaching and instructing Scholars in Writing, Arithmetick, *English, French, Latin, Greek*, or whatsoever else they the said T. Q. and J. M. shall teach, according to the respective Abilities and Qualifications of the said T. Q. and J. M. And that they the said T. Q. and J. M. shall continue Copartners and Joint Teachers as aforesaid, for and unto the full End and Term of Seven Years from the Date hereof, fully to be compleat and ended, if they shall so long live; And the said J. M. doth hereby covenant, promise and agree to pay unto the said T. Q. one Moiety of the Rent, Taxes, Assessments, or other Impositions which shall become due or assessed on the said School, and shall pay a Moiety of the Expences of the necessary Reparations as long as they shall continue in the said School; and if the said Parties should agree to take any other School or Place to teach in as aforesaid during their Copartnership, they shall pay the Rent, Taxes, and other Incumbrances arising thereby, Share and Share alike; And when either of the said Parties shall receive from any Person or Persons, any Sum or Sums of Money arising by Reason of the Teaching in the said School, the said Party so receiving it shall immediately give unto the other Party his Moiety thereof without Fraud or Delay; **Provided always** that these Presents, or any Thing herein contained, shall not extend to or exclude either Party from Teaching, for his sole Account, any Person whatsoever out of School, and not within the usual Hours of attending School; And the said T. Q. and J. M. do likewise each of them promise and agree to bear one Moiety of all Losses accruing by Nonpayment of the Scholars, or otherwise howsoever occasioned by their said Copartnership, &c.

A Copartnership between two Persons, whereby no present Stock is deposited, but each Party is to advance Money Monthly.

THIS Indenture, &c. Between T. N. of, &c. of the one Part, and J. D. of, &c. of the other Part. **Whereas** they the said T. N. and J. D. by Virtue of a certain Indenture of Lease, bearing Date, &c. and made to them from R. B. of, &c. and A. his Wife, are now intitled to and in Possession of a Messuage, &c. **And whereas** they the said T. N. and J. D. (Parties hereto) have agreed to become Copartners and Joint Traders together in the Trade, &c. for the Term, &c. **Now this Indenture Witnesseth**, that they the said T. N. and J. D. for and in Respect of the Trust, good Opinion and Confidence which each of them hath for and repositeth in the other; and to the Intent (by God's Permission) the better to support themselves, and improve their respective Estates; it is hereby mutually covenanted, &c. (to be Copartners), &c. **And** it is hereby further agreed and covenanted by and between the said Parties, and to the End, Intent and Purpose, the better to enable them the said Parties to carry on such Trade or Business and Workmanship thereof as aforesaid, it is hereby further covenanted and agreed between the said Parties hereto, that each of them the said Parties, shall immediately after the Executing hereof, and afterwards every Week or Month, or otherwise, equally advance such Sums of Monies from Time to Time in every Year during this Copartnership, and as they the said Parties shall mutually agree, as shall be necessary and sufficient for and as a Stock, as well for the buying of all such — to be by them sold, bartered or vended as aforesaid; as also for the buying all such Tools, Instruments, Oil, &c. and all other necessary Materials whatsoever to be used for the Working, and other Things for Sale, or otherwise; as likewise for the Paying and Defraying of all other necessary and incident Charges and Expences whatsoever, relating to the Buying, Bartering, Selling and Vending of such — and other Things, or otherwise touching or concerning the said Joint Trade or Business; **And further** that all such Monies or Stocks so to be advanced as aforesaid, and all Gains, Increase, Profit, Produce and Proceed thereof, shall be used and employed by and between the said Parties to these Presents, to and for their Joint Uses, and upon their Joint Account, both of Profit and Loss, according to their respective Shares therein, and the Covenants and Agreements herein after mentioned and expressed touching the same; (that is to say) That they the said Parties, and their respective Executors and Administrators, shall at all Times during the Continuance of this Copartnership, and at the Determination of the same, have a several and particular Right, Title and Interest, as well of, in and to all such Monies as shall be so advanced by them in Stock, as also of, in and to all Monies, Debts, Profits and Produce thereby arising, in Manner as follows, *viz.* As to one Moiety or Half thereof, (the whole into two equal Parts to be divided) the same shall go, belong, and be to and for the Use and Benefit of the said

T. N. his Executors, Administrators and Assigns; and as to the other Moiety or Half-Part thereof, the same shall go, belong, and be to and for the Use and Benefit of the said *J. D.* his Executors, Administrators and Assigns; **And** that either of the said Parties, his Executors and Administrators, shall and may, during and at the End or other Dissolution of this Copartnership, have, receive and take, and be truly answered and paid their said respective Parts and Shares of and in all such Stock, Monies, Debts and Produce thereof, in Manner as afore said; **And** that neither of the said Parties shall be intitled to, nor have any Right, Benefit or Advantage whatsoever of Survivorship, either in Relation to the herein before mentioned Lease of the said Messuages or Tenements, or to any such Monies and Stock so to be advanced as afore said, or any the Debts or Produce arising by the said Joint Trade during this Copartnership, or at the End thereof upon the Death of each other, otherwise than as his herein after mentioned; **And** that all such Monies and Stock so to be advanced and made as afore said, shall be by them the said Parties used, disposed and employed in the said Joint Trade or Business, in Manner as afore said, for the utmost Profit and Advantage of them the said Parties in such Moieties as afore said, and not otherwise. **And** it is hereby further mutually covenanted and agreed by and between the said Parties in Manner as follows, *viz.* That each of them the said Parties, during the said Copartnership, shall and will at all Times employ and endeavour themselves diligently to the utmost of their Power, Knowledge and Skill, as well in the Workmanship belonging to the said Joint Trade, as also in and about all and every the Buyings, Sellings, Dealings, and other Affairs thereof, to and for the most Benefit and Advantage of the said Joint Trade and Stock that they can or may; and that each of them the said Parties shall be just, true and faithful to and with each other, in all and every the Buyings, Sellings, Receipts, Payments, Accounts, and in the Work and Business touching or concerning the said Joint Trade; **And** that the said Joint Trade and Business shall, during the said Term, be managed and carried on in the Joint Names of them the said *T. N.* and *J. D.* and that neither of the said Parties shall or will at any Time or Times, during the Term of this Copartnership, have or use any other Manner of Trading solely by or for himself, or jointly with or for any other Person or Persons, but only to and for the Joint Use and Benefit of them the said Parties, in Manner as afore said, without the Consent of the other of them first had in Writing for that Purpose; **And** that neither of them the said Parties, without the Consent of the other, shall or will at any Time, during the said Copartnership, enter in Statute, Judgment, Bond, Recognizance, or become Bail or Surety with or for any Person or Persons whatsoever, for any Sum or Sums of Money whatsoever, without the Consent of each other, nor do, commit or wittingly suffer to be done any Act, Matter or Thing whatsoever, whereby or by Reason or Means whereof the said Joint Trade, or any Part thereof, shall or may be in any wise attached, seized, extended, taken in Execution or impeached or incumbered in any Manner howsoever; **And** that if at any Time during this Copartnership, the said *T. N.* shall procure, permit or suffer any Judgment to be recovered or obtained against him for any Sum or Sums of Money whatsoever (not due upon Account of the said Joint Trade); and in case any Execution shall be thereupon prosecuted or sued forth against his Person, or his Part or Share in the said then Joint Stock and Trade; that then and in such Case, he the said *T. N.* without his immediate making Satisfaction for the same out of his own proper Monies, shall that Moment forfeit and lose all his Part or Share of and in the said Stock and Trade, unto the said *J. D.* and also from thenceforth shall lose all his then future Benefit and Produce to arise or be had or made thereby; any Thing herein contained to the contrary thereof notwithstanding: **And**, &c. (*The like Covenant from the said J. D.*) **And** that neither of the said Parties shall or will (without the Consent of the other) at any Time during this Copartnership, lend, deduct or take out any of the Monies which shall or may any ways belong to such Stock to be so put in as afore said, or out of the Proceed or Improvement thereof, (other than and except on their monthly accounting, as herein after mentioned, and for the Affairs and Business of the said Joint Trade and Dealings,) nor shall, without the Consent of each other, buy or take up any Goods, nor sell or deliver out upon Credit any Goods or Commodities belonging to the said Joint Trade, to any Person or Persons of whom either of the said Parties shall before hand give Notice to the other of them, that he, she, or they may not be trusted. **And** it is hereby further mutually covenanted, agreed and declared by and between the said Parties, that as well the said yearly Rent of 17*l.* reserved and payable for the before mentioned Messuage or Tenement and Premises, as also all Parliamentary Taxes, Parish-Duties, Rent for Water, and also all other Assessments and Duties whatsoever, (the Land-Tax only excepted) which now at any Time or Times hereafter, during the Continuance of this Copartnership, shall be charged or imposed upon the said Messuage and Premises, or upon the said Stock and Trade; and likewise all Board and Charge of Maintaining of Apprentices, Expences, Gifts, Journeymens Wages, Losses and Damages hapening by any Fire or otherwise, to or in the said Stock or Trade, as also by bad Debts, Decay in the Value

and each Party to have the same, &c.

No Benefit of Survivorship.

The Monies advanced to be used in the Trade only, and not otherwise. To be just to each other, and to use the utmost Endeavours for improvement, &c.

Trade to be carried on in their Joint Names.

Neither Party to use any other Trade without Consent.

Not to become Bail, &c.

As to either of the Parties confessing a Judgment, &c.

Not to lend Money &c.

Not to buy or trust, &c.

All Charges, &c. to be paid by Partners.

Value of Goods, Unfaithfulness or other Defaults of Servants, Suits in Law or Equity, or any other inevitable Accident, and all other Charges whatsoever, necessarily arising for any other Matter or Thing whatsoever touching this Copartnership, shall at all Times, and at the End thereof, be born, paid and satisfied by and between the said Copartners, Share and Share alike: **And whereas** the said Messuage or Tenement being let to both the said Parties, ^{As to the new and old Building of the Messuage, &c.} and he the said T. N. not now dwelling in any Part thereof, and he the said J. D. now holding the the old Building quite upright, together with the Wash-house thereunto adjoining, being Part of the same, and there being another Part thereof which is new built in, &c. **Now** it is hereby further agreed and covenanted by and between the said Parties hereunto, that until such new Building shall be let, or his the said T. N.'s Residence or Dwelling therein, that he the said J. D. shall yearly, during the said Copartnership, allow and pay quarterly unto the said T. N. the Sum of 2 l. 5 s. *per Ann.* for the said old Building and Wash-house new enjoyed by him as aforesaid; **And** further, that from and after such new Building shall be let to any Person or Persons during this Copartnership, that the Rent thereof shall go and be equally divided between them the said Parties during the Time of such Letting thereof. **And** it is hereby mutually covenanted, agreed and declared by and between the ^{As to Apprentices.} said Parties hereunto, that no Apprentice, during the said Term, shall be taken by either of them the said Copartners into the said Joint Trade or Business, without the mutual Consent of each other; and that in case any such Apprentice or Apprentices, during the said Copartnership, shall be by them so taken, that then and in such Case, all and every Sum and Sums of Money to be had and received with every such Apprentice shall be equally divided between them the said Parties, Share and Share alike; and also that each of them the said Parties shall have free Liberty and Authority, during this Copartnership, to command and employ each other's Apprentices in and about the Business relating to the said Joint Trade. **And moreover**, for the better Manifestation of just and upright Dealings between them the ^{As to the Books and monthly Accounts.} said Parties, it is hereby further mutually covenanted and agreed by and between them, in Manner as follows, *viz.* That each of them at their equal Charge shall provide proper Book or Books of Account, and shall at all Times, during this Copartnership, write and enter, or cause to be writ and entered therein true Particulars of all Monies disbursed, received and paid upon Account of the said Joint Trade, and of all Goods bought and sold, taken in or delivered out with their several Rates and Prices, and of all Debts and Dues which shall be owing by or to the said Joint Trade, with all other needful and necessary Circumstances for the clearing and making appear their true and upright Dealings to and with each other; and that all Bonds, Notes and other Securities whatsoever, which shall be taken for any Business relating to the said Joint Trade during this Copartnership, either for Goods sold upon Credit or bought in, shall be entred into the said Book or Books, and shall be taken in the Joint Names of them the said Copartners, and that the same shall be kept in some convenient Place as shall be agreed upon between them the said Parties; whereunto each of them shall have free Access to view, examine, cast up or copy out the same at their respective Pleasures, without any Interruption of the other; and that it shall not be lawful for either of them, without the Consent of the other, to obliterate, deface or alter, or to remove the same from the Place where the same shall be so kept, nor detain the same from each other; **And further also**, that they the said Copartners shall and will, once in every Year during this Copartnership, *viz.* some time in the Month of *January*, and also at the End or other Determination or Dissolution thereof, or within 40 Days next after such Determination of the same, make and cast up a true, full, just and general Account and Reckoning in Writing of their Stock and Trade, and of all Goods, Debts, Profits and other Payments and Receipts touching and concerning the same, and upon finishing every such yearly or general Account, the Particulars thereof shall be written down and entered into two Books to be provided for that Purpose; and they the said Parties to subscribe their Names to the Foot or Balance of every such Account, and each of them to keep one of the said Books for his own Use, and that no such Account so passed and subscribed shall be afterwards disputed, controverted or called in Question, unless some special Error shall appear to have been made and passed therein during this Copartnership, or after the End thereof; and furthermore that they the said Parties, at the End of every such monthly, yearly or general Account to be so made as aforesaid, (after Payment of the Rent of the said Messuage or Tenement, Taxes and Parish-Rates when due for the same, and of all Charges and Disbursements of what Nature soever relating to the said Joint Trade and Business, to be so carried on in the Manner as herein before mentioned and agreed touching the same, and also after Payment or Satisfaction of all Debts by them due and owing upon Account of their said Joint Trade, according to their respective Moieties or Shares therein as aforesaid), shall then immediately make an equal Partition or Division between them of their then Residue of the whole Stock and Produce thereof, Share and Share alike; **And further also**, in case either of the said Parties hereto shall happen to die before the End of this present

present Copartnership, or before or after any such general Account so made up, and stated and subscribed between them in Manner as aforesaid, and that there shall be any Debts due from or to the said Parties hereto on Account of the said Joint Trade; that then and in that Case, all such Debts as shall be then due from the said Parties on Account of such their Joint Trade, shall be by them then forthwith equally paid by the surviving Partner and the Executors or Administrators of the Partner so dying; and that then and in such Case all and every the Debts, as shall be then due to the said Copartners on account of their said Joint Trade, shall be likewise equally shared and divided between the said surviving Partner, and the Executors or Administrators of the Partner so dying, and in case they cannot agree touching the Division thereof, then the same shall be done by casting of Lots as in such Case usually accustomed; and that then and in such Case also, the surviving Partner within ten Days next after the Decease of his Partner do, shall and will (if so required) at the Request and Charge of the Executors or Administrators of the Partner so dying, and at his, her or their Expence, either assign, or else pay or secure to be paid to the Executors or Administrators, all such deceased Partner's Share of and in all and every the Debts so due to the said Joint Trade as aforesaid, within 20 Days then next following; **And further also**, that from and after such End or other Determination of this present Copartnership, all such Debts as shall be then due to the said Joint Trade, and so to be divided in Manner as aforesaid, shall go, belong and appertain to the Parties as follows, *viz.* The Debts so shared, divided or allotted to the Executors or Administrator of the Party dying, shall go and be to his, her or their Use or Benefit; and the Debts so divided, shared or allotted to the surviving Party, shall go and be to and for the Use and Benefit of him, his Executors and Administrators, and that all such Debts so respectively shared, divided or allotted in Manner as aforesaid, shall and may be so received, had, taken and enjoyed accordingly; and that as well the surviving Partner, his Executors and Administrators, as also the Executors or Administrators of the Party dying, shall not, without the Consent in Writing of each other, release, discharge, compound or acknowledge Satisfaction for any such Debt or Debts, but shall by all lawful Ways and Means whatsoever, as shall be requested of each other, and at the Charge of such Persons so requesting, do all lawful and reasonable Acts and Things, either by Letter of Attorney, or otherwise, for the better enabling each other, the Executors or Administrators of each other, to sue for, recover, receive and discharge all and every such Debts as shall be so divided or allotted to each other, in Manner as aforesaid. **And** it is hereby further mutually covenanted and agreed by and between the said Parties, that in case either of the said Parties shall happen to die before the End of this Copartnership, and in such Case, if the Widow of such Party dying shall be minded to come in and carry on the said Joint Trade with the surviving Partner during the then Residue of the said Term, and shall give 20 Days Notice thereof to such surviving Partner; that then and in such Case the Wife of such Party so dying, at the end of 20 Days Notice thereof to the surviving Partner, shall be admitted and continue, and be as a Copartner with such surviving Partner in the said Joint Trade, during the then Residue of the said Term, in as full, ample and beneficial Manner as her then late Husband was, to all Intents and Purposes whatsoever; **Provided** and so as such Widow, during such Copartnership find and pay a Journeyman's Wages to do the Working Part in the said Joint Trade, and so as she, he Executors and Administrators be subject and liable to all and every the Covenants, Clauses and Agreements herein contained *mutatis mutandis* which on the Part of her said Husband are hereby covenanted to be paid, done and performed, or as near thereto as she can or may do: **Provided nevertheless**, that in case such Widow, at any Time after such Admittance into the said Copartnership, shall be minded to relinquish and quit the same, that then and in such Case, on her giving three Months Notice thereof to the surviving Party, it shall and may be lawful for such Widow, at the End of such three Months Notice thereof, to be at Liberty to leave and quit her said Copartnership in the said Trade.

As to Trade
being carried
on by the Wi-
dow of either
Party dying,
&c.

An Indenture of Copartnership between a Father and a Son in Law and in Consideration of a Marriage, and whereby the Wife accepts of the same in full for her customary Part, according to the antient Custom of the City of London.

THIS Indenture Tripartite, &c. Between *A. V.* of, &c. of the first Part, *M. V.* Spinster, youngest of the four Daughters of the said *A. V.* of the second Part, and ** P. B.* of, &c. and *C. B.* (only Son of the said *P. B.*) of the third Part. **Whereas** the said *A. V.* is intitled to and possessed of a Leasehold Messuage, Tenement or Dwelling-House, with
its

* Note; the Son not quite of Age, for which Reason the Father a Party, and with him to covenant.

its Appurtenances, situate, &c. and as the same is now in the Occupation of the said *A. V.* for the Residue of a certain Term of — Years now to come therein, at and under the yearly Ground Rent of 15*l.* **And whereas** the said *A. V.* now and for some Years past, hath alone followed and carried on his Trade or Business of — in the said Messuage, and thereby or by Means thereof a very considerable Profit hath been by him made thereof: **And whereas** the said *A. V.* being now possessed of and interested in a considerable Stock, consisting of several Sorts of Wares, Goods, and other Things relating to the said Trade, he the said *A. V.* (in Consideration of a Marriage intended to be had between the said *C. B.* and the said *M. V.* and for other the Considerations herein after mentioned) hath agreed to take and admit the said *C. B.* to be Copartner with him in his said Trade; but he the said *C. B.* not being now of the Age of 21 Years, wanting thereof four Months or thereabouts, he the said *P. B.* for and on Behalf of his said Son, hath come to an Agreement with the said *A. V.* that they the said *A. V.* and *C. B.* shall become and be Copartners and Joint Traders together in the Trade or Business of a — with the said present Stock of the said *A. V.* in such Manner as herein after is mentioned, and for which End and Purpose the said Wares, Goods, and present Stock in Trade of him the said *A. V.* (except Debts) has been appraised and valued by proper Persons chosen for that Purpose by them the said *A. V. P. B.* and *C. B.* at the Sum or Value of 800*l.* (exclusive of all Debts now due to the said *A. V.* on Account of the said Trade) to their mutual Consent and Satisfaction: **And whereas** for the Purpose aforesaid, and to the End and Intent the said *C. B.* may be intitled to one Moiety of the said Stock so appraised as aforesaid, and that he may be admitted as a Copartner with him the said *A. V.* in the said Trade, in the Manner and upon the Terms in these Presents mentioned, he the said *P. B.* hath agreed to pay to the said *A. V.* the Sum of 400*l.* (being one Moiety of the said Sum of 800*l.* for which the said Stock is so valued at as aforesaid) in such Manner as herein after is mentioned: **And whereas** he the said *A. V.* in Consideration thereof, (and for other the Considerations herein before mentioned) hath agreed to assign one Moiety of his said Stock, so appraised as aforesaid, unto him the said *C. B.* and to admit him a Copartner in his said Trade, in such Manner as herein after is mentioned, which said Stock of him the said *A. V.* so appraised and valued as aforesaid, it is by them the said *A. V. P. B.* and *C. B.* hereby agreed shall be the Joint or Capital Stock for the carrying on the said Joint Trade and Copartnership between them the said *A. V.* and *C. B.* of, &c. with and under such Restrictions, Covenants and Agreements, as are herein after mentioned and expressed of and concerning the same: **Now this Indenture** ^{1st Confide:} **witneseth,** that in Pursuance and Performance of Part of the said recited Agreement, and ^{ration.} for and in Consideration of the said Sum of 400*l.* of, &c. to the said *A. V.* in Hand well ^{Money paid.} and truly paid by the said *P. B.* and *C. B.* or one of them, at or before the Sealing and Delivery of these Presents (in full for the absolute Purchase of one Moiety of the said Stock so valued as aforesaid,) the Receipt, &c. and for the several other Considerations herein mentioned and expressed, and for divers other good, &c. **He** the said *A. V.* (at the Request and by the Direction of the said *P. B.* testified by his Executing hereof) **hath** and by these Presents **Doth** bargain, sell, assign, transfer and set over unto the said *C. B.* **One** full Moiety or Half-Part (the whole in two equal Parts to be divided) of and in all and singular the said Wares, Goods, Things, and present Stock in Trade (except as before excepted) of him the said *A. V.* and which has been so appraised and valued as aforesaid, and all the Right, Interest, Property, Claim and Demand whatsoever or howsoever of him the said *A. V.* of, in and to the same; **To have and to hold** the said hereby assigned Moiety of the said Stock and Premises, unto the said *C. B.* his Executors, Administrators and Assigns from henceforth, as and for his and their own proper Goods and Chattels for ever: **And** ^{2d Confide:} **this Indenture further witneseth,** that in further Pursuance and Performance of the ^{ration.} said recited Agreement, and for the several Considerations aforesaid, and in Consideration of a Marriage by God's Permission intended to be had and solemnized between the said *C. B.* and ^{Marriage:} the said *M. V.* as herein after is mentioned, and other the Considerations in these Presents expressed; and also in Consideration of the good Opinion, Trust and Confidence, which he the said *A. V.* hath and reposeth in the said *C. B.* **He** the said *A. V.* **hath**, and by these Presents **Doth** take and admit the said *C. B.* as and to be a Copartner with him **the** said *A. V.* in his said Trade or Business of a — in the said Stock so appraised and valued at the Sum of 800*l.* as aforesaid: **And** to the Intent (by God's Permission) the better to improve the ^{Covenants.} respective Estates and Interests of them the said *A. V.* and *C. B.* in the said Stock, it is hereby mutually covenanted and agreed by and between the said *A. V. P. B.* and *C. B.* and the said *A. V.* for himself, his Executors and Administrators, doth covenant, promise and agree, to and with the said *C. B.* his Executors and Administrators, and the said *P. B.* for himself, his Executors and Administrators, for and on the Behalf of the said *C. B.* in Respect of his not being of Age as aforesaid; and also the said *C. B.* for himself, his Executors and Administrators, do hereby severally covenant, promise and agree to and with the said *A. V.* his Executors, Administrators and Assigns by these Presents, in Manner as follows, *viz.* **That** they

Copartnership.

the said *A. V.* and *C. B.* shall and will become, continue, and be Copartners and Joint Traders together with the said Stock so valued at the Sum of 800*l.* or aforesaid, in the said Trade or Business of a Cardmaker, in the making, vending and selling of all Manner of Cards and other Things incident and belonging to the said Trade, Business or Employment ; **And that** for and during and unto the full End and Term of seven Years, to begin and be computed from the first Day of *January* next ensuing the Day of the Date hereof, (if they the said *A. V.* and *C. B.* shall both so long live) and from and after the Determination of the said Term of seven Years, for the further Term of five Years, if the said Parties last mentioned shall so long live, and for such further Term or Time as they shall mutually agree and think fit ; **And that** the said Trade or Business shall be chiefly managed, used and carried on, at or in the said Messuage or Dwelling-house of him the said *A. V.* situate in *G. Street* aforesaid, and at such or in such other Place or Places and Manner, as the said *A. V.* now or late hath used and carried on the same, or in such other Place or Places, as he and the said *C. B.* shall at any Time hereafter mutually agree upon and think fit ; **And that** all the said Stock, and the Gains, Increase, Profits and Produce thereof, shall be used and employed by and between the said *A. V.* and *C. B.* at all Times during the Continuance of this Copartnership, and at the Determination of the same shall have the Right, Title, Interest and Property of, in and to the said Capital Stock, Monies, Debts and Estate, and Profits thereby arising in Manner as follows ; (to wit) As to one Moiety or Half-Part thereof, (the whole in two equal Parts to be divided) the same shall go, belong, and be to and for the only Use and Benefit of the said *A. V.* his Executors, &c. and as to the other Moiety or Half-Part thereof, the same shall go, belong, and be to and for the only Use and Benefit of the said *C. B.* his Executors, &c. **And that** each of them the said *A. V.* and *C. B.* and their respective Executors, Administrators and Assigns, shall and may at the End, or other sooner Determination of the said Copartnership, have, receive and take, and to be truly answered and paid their respective Moieties or Shares of and in the said Capital Stock, and all Produce and Improvements thereof in Manner as aforesaid ; **And that** neither of them the said *A. V.* and *C. B.* shall be intitled to, or have any Right, Benefit or Advantage of Survivorship whatsoever in Relation to the said Capital Stock or Joint Trade, nor in any Monies, Debts, Goods, or other Things belonging to the same during the Copartnership, or at the End thereof, by the Death of either of them, (save and except as herein after is mentioned) ; **And that** they the said *A. V.* and *C. B.* shall be just, &c. (*Trade to be carried on in Joint Names ; neither to use any other Business without Consent, nor without such Consent to enter into any Bond, or become Bail, &c. Stock not to be charged with either Partners separate Debts ; if either Party suffer judgment and Execution thereon, such Partner's Stock to pay the same ; not to lend any Money out of Stock, or out of the Produce thereof ; save and except, and other than for the Affairs and Business of the said Joint Trade and Dealing*) ; nor shall either of them the said Partners, without the like Consent, buy or take up any Goods, nor sell or deliver out upon Credit any Goods, Wares or Commodities belonging to the said Joint Trade, to any Person or Persons of whom either of them the said Partners shall beforehand give Notice to the other of them, not to buy any such Goods, or that such Person or Persons shall not be trusted ; and that no Person or Persons shall be trusted in the said Joint Trade and Dealings to the Value of — or upwards, by either of the said Partners, without the Consent of the other of them first had in Writing, attested, &c. **And it is hereby further** mutually covenanted and agreed by and between them the said *A. V.* and *C. B.* and the said *P. B.* for and on the Behalf of the said *C. B.* that the said yearly Rent of 15*l.* payable for the Rent of the said Messuage or Tenement, and all Parliamentary Taxes and Parochial Duties whatsoever, which are or shall be assessed or imposed upon the said Joint Stock or Trade, or upon the said Messuage or Tenement, and also all necessary Expences for Meat, Drink, and all other Necessaries for them the said *A. V.* and *C. B.* and their several Families, (wearing Apparel excepted) and also all Debts which they the said Partners shall contract, for or upon Account of the said Joint Trade, and all Expences and Charges abroad and at home touching the same, Gifts to Servants, Journeymen, and other Servants Wages, Losses and Damages which shall happen to or in the said Joint Trade or Business by bad Debts, Decay in the Value of Goods, Unfaithfulness or other Defaults of Servants, Suits in Law or Equity, or any other inevitable Accident, and all other Expences, Charges and Damages whatsoever, necessarily arising or happening for any Matter or Thing whatsoever touching and concerning the said Joint Trade and Business, shall at all Times during this Copartnership, and at the End thereof, be born, paid, satisfied and sustained, by and out of the said Joint Stock and Trade, and the Produce and Profits thereof, by them the said Partners, according to their respective Moieties or Shares therein ; **And** for the better Manifestation, &c. **And** the said *A. V.* (in Consideration of the several Covenants, Conditions and Agreements of them the said *P. B.* and *C. B.* herein before and herein after mentioned and contained, to be paid, done and performed by the said *C. B.* his Executors and Administrators,) doth for himself, his Executors

Mr. *V.* covenants, that his Executors, in case of Death before End of

tors and Administrators, and for every of them, covenant, promise and agree to and with the said C. B. his Executors, &c. by these Presents, in Manner as follows, viz. That in Case he the said A. V. shall happen to depart this Life before the End or Expiration of the said Term of Copartnership, and the said C. B. shall him survive, that then and in such Case the said C. B. his Executors, &c. shall from thenceforth be intitled to and have the whole and intire Benefit and Advantage of carrying on the said Trade in the said Messuage, Tenement or Dwelling-House of him the said A. V. situate, &c. and that then and in such Case, and for that End and Purpose, the Executors or Administrators of him the said A. V. shall and will, within three Months next after his Death, well and sufficiently assign and transfer unto the said C. B. his Executors, &c. and at his and their Charge, the said Messuage or Tenement and Premises, with its Appurtenances, together with the Indenture of Lease thereof, and all their Estate, Right, Title, Interest and Term of Years therein; To hold the same unto the said C. B. his Executors, &c. from thenceforth, for and during all the Rest and Residue of the said Term of Years by the said Indenture of Lease granted, which shall be then to come and unexpired therein; (*Subject nevertheless to the Payment of the said yearly Ground Rent of 15*l*. and to the several Covenants, Conditions and Agreements in the said Indenture of Lease reserved and contained, and which from thenceforth on the Lessee's or Assignee's Part are to be paid, done and performed.*) **And whereas** a Marriage, by Divine Partnership, shall assign Benefit of Trade and the Lease of his Dwelling House to Mr. C. B.

As to the intended Marriage and previous Agreement thereon.

mission, as is before mentioned, is shortly intended to be had and solemnized between the said C. B. and M. V. in Consideration whereof, and of his the said A. V.'s having admitted the said C. B. as a Copartner with him in his said Trade, without any Consideration for the same, (except Payment for one Moiety of his Stock as aforesaid); and also in Consideration that he the said C. B. (in case of the Death of the said A. V. before the End of the said Term of Copartnership, by Virtue of his above mentioned Covenant) will be intitled to and have the Possession of the said Messuage or Tenement, and also the then future Benefit of the said Trade, and in Regard thereof, and that the same is likely to be of great Advantage and a handsome Provision for the Support and Maintenance of the said C. B. and the said M. his intended Wife and Family; *It was* and is, previous to the said Copartnership and Solemnization of the said intended Marriage, agreed by and between the said A. V. M. V. C. B. and the said P. B. for and on the Behalf of the said C. his Son, in Manner as follows; (to-wit) That S. P. Widow (eldest of the four Daughters of the said A. V.) should during the said intended Copartnership have her Board, Lodging, Washing, and other Conveniences and Necessaries (wearing Apparel excepted) in the said now Dwelling-House of the said A. V. in such Manner as she the said S. P. now or late hath had, received and enjoyed the same, without paying any Thing for the same: **And whereas** it was and is further agreed by and between all the said Parties for the Considerations aforesaid, that if the said A. V. should happen to die before the End of the said Term of Copartnership between him and the said C. B. whereby he the said C. B. will from thenceforth be intitled to the sole future Benefit of the said Trade, and the Possession of the said Messuage, in Manner as before mentioned; that then in lieu of such Board, Lodging, and other Necessaries to be found and provided for the said S. P. as aforesaid, *He* the said C. B. should pay to the said S. P. the yearly Sum of 100*l*. clear of all Taxes and Deductions whatsoever, during the Joint Lives of the said C. B. and S. P. and the Widowhood of the said S. P. in such Manner as herein after is mentioned: **Now this Indenture further witnesseth**, that in Pursuance and Performance of the said last recited Agreement, and in Consideration of the said Copartnership and intended Marriage, it is hereby mutually agreed and declared by and between all and every the Parties hereunto, and the true Intent and Meaning of them and of these Presents is and are, *And* the said C. B. for himself, his Executors and Administrators, and the said P. B. for himself, his Executors and Administrators, for and on Behalf of the said C. B. his Executors and Administrators, do hereby respectively covenant, promise and agree to and with the said A. V. his Executors, &c. in Manner as follows; (that is to say) That it shall and may be lawful to and for the said S. P. from and after the said first Day of *January* now next ensuing, during the Continuance of the said intended Copartnership between the said A. V. and him the said C. B. and the Widowhood of her the said S. to live and reside in the said now Dwelling-House of him the said A. V. and that she the said S. P. (if she so think fit) shall have her Board, Lodging, Washing, and all other Necessaries, except as before is excepted, found and provided for her the said S. P. with the Families of the said A. V. and C. B. in as large and ample Manner, as she the said S. P. hath had, received and enjoyed the same in the present Family of him the said A. V. without and exclusive of her the said S. P. paying or allowing any Monies, or o her Thing whatsoever, unto the said A. V. and C. B. or either of them, or their or either of their Executors or Administrators, for or in Respect of the same; **And further**, that in case the said A. V. shall happen to depart this Life before the End of the said Term of Copartnership, and that he the said C. B. shall him survive, and shall have an Assignment made to him of the said Indenture of Lease and Messuage or Tenement and Premises thereby demised, and also have all the then future Benefit

nefit and Advantage of carrying on the said Trade, in Manner and according to the above mentioned Covenant contained for that Purpose; that then and in such Case he the said C. B. his Executors or Administrators, shall and will well and truly pay, or cause to be paid unto the said S. P. or her Assigns, (if she shall be then a Widow) during the Joint Lives of them the said C. B. and the Widowhood of the said S. P. one Annuity or yearly Sum of 100*l.* of, &c. free and clear of and from all Manner of Taxes, Charges and Deductions whatsoever, the same to be paid on the four most usual Feasts or Quarter-Days following, *viz.* &c. by four even and equal Portions; the first of which quarterly Payments to begin and be made on such of the said Quarter-Days as shall next happen after the Death of the said A. V. **Provided nevertheless,** that if the said S. P. shall think fit to be married, either before or after the said Annuity, herein before covenanted to be paid to her by the said C. B. upon the Contingency and in Manner as aforesaid shall become payable, then and in such Case every Matter, Clause and Thing in these Presents contained shall be utterly void and of none Effect; any Thing herein contained to the contrary thereof in any wise notwithstanding. **And whereas** the said A. V. now is, and for divers Years hath been a Freeman of the City of London, and his Personal Estate (in case of his Death) will be subject to the ancient Custom of the said City, relating to the Orphans or Children such Freeman happen to leave behind them at the Time of their Decease: **And whereas** there are three Sisters of the said M. V. now living, namely, J. married to E. E. Gent. E. married to G. A. (whose Husbands are still living) and the said S. P. Widow of W. P. her late Husband, deceased: **And whereas** the said J. E. and S. each of them, upon their respective Marriages with their said Husbands, had and received of and from their said Father, the Sum or Value of 1000*l.* of lawful Money of this Kingdom, out of his Personal Estate, as and for their respective Portions, and towards their Advancement in the World: **And whereas** the Admittance of the said C. B. (the now intended Husband of the said M.) by the said A. V. to be a Partner with him in the said Trade of a—upon the several Terms, and in the Manner in these Presents expressed, and the Agreement for the Assignment of the said Lease of the said Messuage or Dwelling House of the said A. V. to the said C. B. to be made as aforesaid upon the Contingency for the Purposes aforesaid, and other the Benefits and Advantages likely to accrue to the said C. B. and to the said M. and to their Family, by these Presents, (in case the said Marriage shall take Effect) have by all the said Parties to these Presents been valued at the Sum of 1000*l.* of like lawful Money and upwards: **And whereas** it is hereby, and by all the said Parties hereto, agreed and declared, that the same shall be accepted and taken by the said M. V. and her said intended Husband, in case the said Marriage should take Effect) for and at the said Sum of 1000*l.* so as to make such the Advancement of her the said M. equal to the Advancement of her other Sisters before named, according to the said recited ancient Custom of the City of London: **Now this Indenture further witnesseth,** that the said M. V. being of the Age of 21 Years, in Pursuance and Performance of her Part of the said last recited Agreement, by and with the Privy and Consent of the said P. B. and C. B. her said intended Husband, (testified by their being Parties to these Presents, and their Sealing and Executing the same,) **Doth** hereby acknowledge and declare the Admittance of him the said C. B. by the said A. V. to be a Partner with him in the said Trade of a Cardmaker, upon the Terms and in the Manner in these Presents expressed, and the said Agreement for the Assignment of the said Dwelling-House of the said A. V. to the said C. B. to be made as aforesaid, upon the Contingency and for the Purposes aforesaid, and other the Benefits and Advantages likely to accrue to him the said C. B. and her the said M. and their Family by these Presents (in case the said Marriage shall take Effect,) to be taken and accepted by her the said M. for and at the Sum of 1000*l.* of lawful Money aforesaid; and she the said M. doth hereby accordingly (by and with the like Privy and Consent) accept and take the said Premises, as and for the said Sum of 1000*l.* for and towards her Advancement in the World, according to the said recited Custom of the City of London, and within the Meaning of the same Custom, to all Intents and Purposes whatsoever; any Thing, &c. **And this Indenture further witnesseth,** and the said P. B. in Consideration of the said intended Marriage, by and between the said C. B. his Son, and the said M. V. and other the Considerations in these Presents expressed, for himself, his Executors and Administrators, doth covenant, promise and agree to and with the said A. V. his Executors, &c. by these Presents, that he the said C. B. shall and will, within 14 Days next after the said C. B. shall attain his Age of 21 Years, duly execute both Parts of this present Indenture; and also shall and will at any Time then after, make and do any other, further and lawful Act or Thing, for the more effectual Establishing, Allowing, Ratifying and Confirming of all and every the Articles, Clauses, Covenants, Conditions and Agreements herein before mentioned and contained on the Part and Behalf of the said C. B. his Executors and Administrators, to be paid, done and performed, as by the said A. V. his Executors or Administrators, or his or their Counsel learned in the Law, shall in that Behalf be reasonably advised and required, &c.

Part of a Copartnership between two Tradesmen, whereby one of the Parties advances, on behalf of the other, Part of the Money for making up the Joint Stock — which with Interest is secured on his Part thereof.

THIS Indenture, &c. Between *W. H.* Citizen, &c. of the one Part, and *S. S.* Citizen, &c. of the other Part. **Whereas** the said *W. H.* and *S. S.* (Parties hereto) have agreed to become and be Copartners and joint Traders together in the Trade or Business of — for the Term of — Years, in such Manner as herein after mentioned; and for which End and Purpose they the said Parties have jointly taken between them a Messuage or Tenement, called and known by the Name or Sign of the — situate in — in the Parish of *S. — London*, for the Term of — Years, commencing from — at and under the yearly Rent of — *l.* and each of them the said Parties hath agreed to advance, pay and put into one joint Stock in Monies, the Sum of 700 *l.* in Manner as follows, *viz.* The said *W. H.* the Sum of 500 *l.* (whereof the Sum of 150 *l.* Part thereof, is by him advanced and paid for and on Account and Behalf of the said *S. S.* which 150 *l.* together with Interest for the same after the Rate of 5 *l.* per Cent. per Ann. is hereby agreed shall be secured to be paid to the said *W. H.* out of his the said *S. S.* Moiety of the said joint Stock and Produce thereof, in such Manner, and subject as herein after mentioned), and the said *S. S.* the Sum of 200 *l.* amounting in both to the said Sum of 700 *l.* which 700 *l.* is hereby agreed shall be the Capital Joint Stock for the Carrying on and Managing their said Trade of a Hosier, in such Manner, and subject as herein after is mentioned and expressed: **Now this Indenture witnesseth**, that for the End and Purpose aforesaid, and in Respect of the special Trust, good Opinion and Confidence which each of them the said *W. H.* and *S. S.* hath for and reposeth in the other, and to the Intent (by God's Permission) to support themselves and to improve and augment their respective Estates of and in the said joint Stock of 700 *l.* it is hereby mutually covenanted, granted, concluded and agreed by and between the said Parties hereto, and each of them the said *W. H.* and *S. S.* by and for himself, his Executors and Administrators, **Doth** covenant, &c. to and with the other of them, his, &c. by these Presents, in Manner as follows, (that is to say), **That** they the said *W. H.* and *S. S.* shall and will, from the Day next before the Day of the Date of these Presents, continue and be Copartners and joint Traders together in the said Trade or Business of — and in the Trading, Buying and Selling of all Sorts and Kinds of Goods, Wares, Merchandizes, and other Things incident and belonging thereto, for and during and unto the full End and Term of — Years, to commence from the Day next before the Date hereof, if both the said Parties shall so long live; **And that** both the said Parties, during the Continuance of this Copartnership, shall be jointly and equally intitled and interested to the said Messuage or Tenement, with the Appurtenances, called the — for their mutual Benefit and Advantage; and that the said Trade or Business shall be chiefly managed, used and carried on in the Shop, or such other Places of the said Messuage or Tenement, or in such other Place or Places as they the said Parties shall mutually agree upon and think fit; **And that** all the said joint Stock of 700 *l.* and the Gains, Produce and Profits thereof, shall at all Times during the Continuance of this Copartnership, and at the Determination of the same, be received, taken and enjoyed by them the said Parties, in such Manner and subject as herein after mentioned, *viz.* As to one Moiety or Half-Part thereof, (the Whole into two equal Parts to be divided) the same shall go, belong and be, to and for the only Use and Benefit of the said *W. H.* his Executors, Administrators and Assigns; and as to the other Moiety or Half-Part thereof, the same shall go, belong and be to and for the only Use and Benefit of the said *S. S.* his Executors, Administrators and Assigns, **Subject nevertheless**, as to his the said *S. S.*'s Moiety or Half-Part thereof, to the Payment unto the said *W. H.* his Executors, Administrators and Assigns, of the said Sum of 150 *l.* so by him advanced as aforesaid, together with Interest for the same Sum after the Rate of 5 *l.* per Cent. per Ann. from henceforth until Payment thereof, in such Manner and subject to the Proviso as are herein after mentioned, touching the same; and that each of them the said Parties, his Executors, Administrators and Assigns, shall and may at the End or other Dissolution of this Copartnership have, receive, take and enjoy, and be truly answered and paid their respective Moieties, Parts or Shares of and in the said joint Stock and Produce thereof in such Manner and subject as aforesaid: **And that** neither of them the said Parties shall be intitled to, nor have or take any Right or Advantage of Survivorship whatsoever of, in or to the said Messuage or Tenement, joint Stock, Goods, Debts and other Things belonging to the said joint Trade during this Copartnership, or at the End thereof, upon the Death of either of them, otherwise than as herein after mentioned: **And this Indenture further witnesseth**, that in Pursuance of the said recited Agreement, and for better securing Payment of the said Principal Sum of 150 *l.* so by him the said *W. H.* advanced on the Behalf of the said *S. S.* for carrying on the said joint Trade

Recitals touching the intended Copartnership.

Consideration.

Covenant to be Copartners.

for — Years.

As to each Party's being equally interested in the Messuage, and of the joint Trade being carried on in the same.

As to each Party's Share in Stock and Produce.

Subject, &c. to one Party's Moiety, &c.

No Benefit of Survivorship.

As to Mr. S.'s Security for Payment of the 150 *l.* and Interest to as Mr. H.

as aforesaid, together with Interest for the same in Manner aforesaid, he the said S. S. for himself, his Executors and Administrators, and for every of them, doth covenant, promise, declare and agree, to and with the said W. H. his Executors, Administrators and Assigns, by these Presents, in Manner as follows, (that is to say), That he the said S. S. shall and will during the Continuance of the said Copartnership, out of his own proper Monies, well and truly pay unto the said W. H. the Interest for the said Sum of 150 *l.* after the Rate of 5 *l.* *per Cent. per Ann.* from the Date hereof until full Payment of the said Sum of 150 *l.* without any Deduction whatsoever; the said Interest to be paid by two equal Half-yearly Payments; the first Payment whereof to begin and be made on — now next ensuing; and also that he the said S. S. before the End of this Copartnership, shall and will pay unto the said W. H. the said Principal Sum of 150 *l.* and in Case of his Failure thereof, that then the Executors or Administrators of him the said S. S. shall and will within — next after his Death well and truly pay or cause to be paid unto the said W. H. his Executors, administrators or Assigns, the said Sum of 150 *l.* together with all Interest for the same as shall then remain due, without any Deduction whatsoever: **And** as for a further Security for the same, **He** the said S. S. **Doth** hereby for himself, his Executors and Administrators, subject, charge and make liable all his the said S. S.'s Moiety or Half-Part of and in the said joint Stock, Produce and Proceed thereof, to and with the Payment of the said Principal Sum of 150 *l.* and Interest for the same unto the said W. H. his Executors, Administrators and Assigns, in Manner as aforesaid; subject nevertheless to the Provisoes herein after mentioned, *viz.* **Provided always**, and it is hereby expressly agreed and declared by and between the said Parties, for themselves and for their respective Executors and Administrators, that in Case he the said S. S. during the Continuance of the said Copartnership, shall truly pay to the said W. H. the Interest of the Sum of 150 *l.* and also the said Principal Sum of 150 *l.* in Manner as aforesaid; and in Case of his Failure thereof, then if the Executors or Administrators of him the said S. S. shall and do within the Time aforesaid well and truly pay unto the said W. H. his Executors, Administrators or Assigns, the said Sum of 150 *l.* together with all such Principal and Interest Monies as shall then remain due, in such Manner as is herein before mentioned of and concerning the same; then and in such Case, but not otherwise, the said Moiety or Share of him the said S. S. of and in the said joint Stock, Produce and Profits thereof, shall from thenceforth be absolutely freed, exonerated and discharged of and from the Charge herein before limited and subjected of and in the same; and that then and from thenceforth the same Moiety of and in the said joint Stock, Produce and Profits thereof, shall go and be to and for the only Use and Benefit of him the said S. S. his Executors, Administrators and Assigns, in such Manner as is herein before mentioned, declared and expressed of and concerning the same; any Thing, &c. **Provided always nevertheless**, and it is hereby further agreed and declared by and between the said Parties to these Presents, for themselves and for their respective Executors and Administrators, that in Case he the said S. S. shall happen to die before the End of this Copartnership, and shall not before his Death have paid and satisfied unto the said W. H. the Interest of the said Sum of 150 *l.* in Manner as aforesaid; or in Case he the said S. S. in his Life-time, or his Executors or Administrators, shall not within the said — next after his Death truly pay the said Principal Sum of 150 *l.* and all the Interest Monies thereof, or so much of the said Principal Sum and Interest Monies as shall then remain due unto the said W. H. in such Manner as is by him the said S. S. herein before agreed and covenanted to be paid as aforesaid, then and in either of the Cases aforesaid, the said Moiety or Half-Part or Share of him the said S. S. of and in the said joint Stock, Profits and Produce thereof, shall in the first Place be subject and liable to pay unto the said W. H. his Executors, Administrators and Assigns, the said Sum of 150 *l.* together with all such Interest as shall be then due for the same, or so much thereof as at the Time of the Death of him the said S. S. shall then remain due to the said W. H. in Manner as aforesaid; and then and in such Case the Residue of his the said S. S.'s Moiety, or Half-Part or Share of and in the said joint Stock, and the Profits and Proceed thereof shall only be allotted, paid and assigned to the Executors, Administrators and Assigns of him the said S. S. any Thing, &c. And it is, &c. (*Arbitrators to end Disputes, &c.*)

A Deed of Copartnership for a Whale Fishery.

THIS Indenture, made, &c. **Between** A. B. C. D. E. F. G. of the first Part, and the several other Persons, whose Names and Seals are hereunto subscribed and set, of the other Part. **Whereas** the Fishing for Whales in or near *Greenland*, and making Train Oil thereof, hath heretofore been of great Advantage to the Nation in general, by the Improvement of our Seamen and Navigation, as well as employing great Numbers of the Poor and divers Sorts of Artificers, whereby likewise great Advantages, Benefits and Profits did accrue to the Undertakers and Adventurers in the said Trade, and yet the same hath been neglected and

and almost wholly disused for divers Years past by the Subjects of *Great Britain*, and great Advantages have been reaped thereby to the neighbouring Nations and the Subjects thereof, who now carry on the said beneficial Trade, which hath induced all the Parties hereunto to consent and agree by a joint Stock in Copartnership to fit out a suitable Number of Ships and Vessels, and by other lawful Ways and Means in such joint Copartnership, to revive the said beneficial Trade with a joint Stock not exceeding 40000*l*. **Now therefore this Indenture witnesseth**, that the several and respective Persons who have subscribed their Names, and set their Seals hereto, and likewise have set the several Sums of Money respectively, which each respective Party intends and is to be concerned and engaged in the said Undertaking and joint Stock of 40000*l*. that it is mutually consented to and agreed by all the Parties hereunto, that the Conduct, Direction and Management of the said joint Stock, or of so much thereof as now or hereafter is or shall be paid or called in for the Purposes aforesaid, in Proportion to the several and respective Sum or Sums, by each and every respective Person or Persons hereunto subscribed and specified, shall be in and by the said *A. B. C. D. E.* or any three of them, being Persons at first appointed as of known Ability and Integrity, until by Death or Removal, in Manner as herein after mentioned, others shall be chosen in their or any of their Sread or Places; it is therefore further mutually agreed by all the Parties hereunto that the said *A. B. C. D. E.* or any three of them, be and are hereby impowered to purchase or otherwise procure against the next Season for Whale Fishery, such and so many Ships or Vessels as they shall deem proper and convenient for carrying on the said Trade so as the said Ships and Vessels do not exceed ten in Number, and to prepare and fit out the same with convenient and necessary Sailors, and other Persons, Provisions and useful Materials for such a Voyage and undertaking; and to make such Contracts or Bargains for the same, as they, or any three of them shall think proper and convenient for the Utility of the said Copartnership; yet nevertheless Mr. *H. E.* being generally approved as a proper Person to be employed in fitting out the said Ships, or any of them, and in all other Matters and Things relating to this intended Fishery, for the Good and Benefit of this Copartnership, and in keeping exact Books and Accounts of the Outset and Returns thereof, for the free and open View and Satisfaction of each and every the Copartners; which Books and Accounts he is to bring to Balance twice in every Year, *viz.* in the Months of *May* and *December*; **It is therefore mutually agreed**, that the said *H. E.* be employed therein accordingly, and that he shall have and be allowed out of the said joint Stock for every Ship or Vessel so fitted out every Year, the Sum of 6*l*. and also out of the Return and Produce of the said Ships and Vessels, after the Rate of 30 *s.* for every 100*l*. Value, which the Oils, Whale-bones and other Commodities which shall be brought home in the said Ships or Vessels, shall be sold for: **And it is further mutually consented and agreed** by and between all the Parties hereunto, that for the Carrying on the said present and future Trade effectually, each Person subscribing hereunto hath, at the Time of such his Subscribing, paid into the Hands of *A. B. C. D. E.* who are to be called, deemed and taken to be Trustees for a Whale Fishery to *Greenland*, two full eighth Parts (the Whole into eight equal Parts being divided) of the sum or Sums of Money by each and every the said Copartners subscribed respectively in Money, according and in Proportion to each particular and respective Sum so subscribed; and hath likewise given unto the said Trustees respectively, three promissory Notes for three other equal eighth Parts, payable to the said Trustees at such Time and Times as in the said several Notes are for that Purpose expressed, and do likewise hereby consent and agree to pay or cause to be paid the remaining three eighth Parts respectively, at such Time and in such Proportion, as the said Trustees, or any three of them, shall from Time to Time think fit to call for and demand the same: **And it is further mutually consented and agreed**, that in Case any of the said Copartners shall neglect or refuse to pay any of the said promissory Notes herein before mentioned to be given for the three Eighths of the Share and Interest of the said Partner in the said Copartnership, at the Time or Times in the said Notes for that purpose mentioned, or to pay or answer any Part or Parts of the said remaining three Eighths, then and in such Case every such Partner so neglecting or refusing, shall forfeit one eighth Part of the Sum by him subscribed for, to the Benefit of the Rest; and on Payment or Tender in Money of the Residue of what shall be found to be the Share or Interest of such Copartner at the Casting up of the Books, in the next succeeding Month of *December*, the Person or Persons so neglecting or refusing to pay any of the said Notes, shall no longer be deemed or continued to be a Partner in this Copartnership, and the Share or Interest of such Person shall be sold or disposed of for the best Advantage of the said Copartnership, and in such Manner as the said Trustees shall think fit, and order or direct the same: **Nevertheless** it is true the Intent and Meaning of all the Parties hereunto, that the said joint Stock in Copartnership when all the Payments shall be made in Manner as aforesaid, shall not exceed the Sum of 40000*l*. **And it is further mutually agreed** between all the Parties hereunto, that every Proprietor or Copartner subscribing hereunto, his Executors, Administrators or Assigns, (saving in Case

Case of such Forfeiture as aforesaid, and as to so much only as shall be so forfeited as aforesaid) shall have an Interest or Right and Property in all the Shipping, Goods and Merchandizes, Rights and Credits of or belonging to the said Copartnership, in such Proportion as the subscribed Sum he is intitled to is to the said Sum of 40000 *l.* and in like Manner have and receive a proportionable Dividend of the Gain and Profit arising thereby, in like Manner as hath been usually practised in other Copartnerships and joint Trading, which shall always fairly and plainly appear by the Books of the said Copartnership, and to which each Proprietor shall always be allowed to have free Refort. **And it is further mutually agreed** between the Parties hereunto, that for the well-governing of the said Copartnership and Satisfaction of all the Parties concerned, a general Meeting shall be had of all the said Copartners at least twice in every Year, to wit, in the Months of *June* and *January*, at some convenient Place within the City of *London* and Liberties thereof, when and whereto the said Trustees, or any three of them, shall cause the several Proprietors to be summoned, by Notices being sent to their several and respective Habitations; and in Case so many of the said Copartners or Proprietors of the said Stock shall think it proper or convenient to have any other general Meeting or Meetings of the Proprietors, then and in such Case, upon Application made by the Proprietors interested in one eighth Part of the said Stock, to the said Trustees, or any three of them, shall summon and appoint such Meeting or Meetings within the Space of ten Days from the requiring thereof, in Manner as above is mentioned; at all which general Meetings it shall and may be lawful, in Case the Persons intitled as Partners to more than one full Half of the said Stock of 40000 *l.* should so think fit, to alter the Method of the said intended Trade, and the Management thereof, and to fill up the Vacancies of Trustees that shall happen to die, or to change or alter any of the said Trustees, or any Officers or Servants employed by them in the Management of the said Fishing Trade; in all which Cases, or in Cases of any other Differences, the same shall not be governed or determined by a Majority of Votes in Number, but in Value, interested in the said Stock, who shall be present at such publick Meeting or Meetings; but that the said Trustees shall in their Meetings be ruled and governed by the Majority in Number, such Number not being less than three, so as the Matter or Thing so voted be not repugnant or contradictory to any of the Resolutions made or taken at a former general Meeting, or the Laws of this Realm. **And it is further, mutually agreed** by and between all the Parties hereunto, that in this Copartnership no Advantage or Benefit shall be taken of or by Reason of any Survivorship, but that the Interest, Share and Proportion of any of the said Copartners who shall happen to die, shall be made good to his Executors or Administrators in Money, according to the Valuation of the said Stock in Shipping, Goods or Merchandize, Rights and Credits, as the same shall be made up in the Books of the said Copartnership, in the next ensuing Month of *December* after the Decease or Deceases of such Partner or Partners who shall happen to die, the Executors or Administrators of such deceased Person making over or assigning the Share or Interest of the Person whom they represent, in such Manner as the said Trustees, or any three of them, shall direct or appoint; nevertheless the Executors or Administrators of the Person or Persons so dying shall and may, if he or they think fit, re-purchase and have again the Share or Interest of such deceased Copartner, at the same Price or Value as the same shall be let as aforesaid; but that until such Re-purchase, no Executor or Administrator shall have any Vote, or any Thing else to do in the Conduct or Management of the Trade aforesaid, or any Thing relating thereto. **And it is further mutually agreed** by all the Parties hereto, that in case any Dispute shall arise concerning the Share or Interest of any Copartner in this Copartnership, or any legal Process shall be issued or sued forth against the Share or Interest of such Copartner, that then and in such Cases all Costs, Charges and Expences, which this Copartnership shall or may be put to by Reason or Means thereof, shall be charged or chargeable upon, and stopped or detained out of the Share and Interest of such Copartner, which Share or Interest shall be rated and computed proportionably, according to the casting up of the Books of the said Copartnership in the next succeeding Month of *December*, and not otherwise, and the said Copartnership be subject and liable to no more, after all such Costs, Charges and Expences deducted as aforesaid. **And lastly**, for the true Performance of all and every the Articles herein before mentioned, all the Parties hereunto subscribing do for themselves severally and respectively, and not the one for the other, &c.

An Agreement upon the Dissolution of a Partnership, that the Debts owing shall be equally divided as they are got in.

THIS Indenture, made, &c. Between *H. P.* of the one Part, and *M. B.* of the other Part. **Whereas** the said Parties were late Partners together in the Trade of — which Partnership by mutual Agreement is dissolved and determined; and the said Parties

ties have fully accounted together for, and received their equal Shares of all Stock and Monies belonging thereunto, and have fully released each other, except the Sums hereunder mentioned: **And whereas** there is due and payable unto the said *H. P.* by and upon the several Warrants or Orders from the Commissioners of his Majesty's Victualling-Office, the several Sums following, *viz.* By one Warrant dated at the Victualling-Office, the, &c. the Sum of — (&c.) as by the said several Warrants or Orders may appear: **Now it is hereby declared** and agreed by and between the said Parties to these Presents for themselves, their Executors and Administrators, that as well the said several Sums due and payable as aforesaid, amounting in the Whole to —-l. as also the Sum of — standing out in Debts, are due and payable upon Account of the said late Joint Trade between the said Parties, and that they are each of them interested in one full and equal Moiety thereof: And that as the said Monies, or any Part thereof, shall be received by the said *H. P.* or *M. B.* of either of them, the same shall be immediately paid and divided unto and between them the said Parties equally, Share and Share alike; And that no Benefit of Survivorship shall be taken or claimed by either of the said Parties to all or any Part of the said Monies, in Case either of them shall happen to die before the same shall be received, but that his or her Part thereof so dying shall remain and go unto his or her Executors and Administrators. **Witness** the Hands and Seals of the said Parties hereunto interchangeably set, the Date hereof.

An Agreement between joint Dealers, that if upon making up their Accounts any Difference should happen, it shall be referred to Arbitration.

T**O** all, &c. *P. D. T. P.* and *J. M.* send Greeting. **Whereas** the said Parties have had several Dealings between them relating to, &c. and are now adjusting, and do intend to settle and balance all Accounts whatsoever now depending and being between them the said Parties jointly, or any two of them; and for the better Effecting and Perfecting thereof, in Case any Doubts, Questions or Differences shall arise between them, or any two of them, concerning the said Accounts, or any Agreements, Promises or Payments, Debts, Monies, Matters or Things relating thereunto, **They** the said Parties **Have** agreed, and **Do** hereby agree to refer all or any such Doubts, Questions or Differences, from Time to Time, to the Award and Determination of, &c. or any two of them, indifferently named and chosen by and between them the said *P. D. T. P.* and *J. M.* to hear, judge and determine of and concerning all or any such Doubts, Questions or Differences, from Time to Time within, &c. always next after the same shall be referred to them. **And** the said *P. D. T. P.* and *J. M.* each for himself and his own Executors and Administrators, and his own Acts, and not the one for the other, nor for the Act or Acts of the other, doth covenant, promise and agree, to and with the other and others of them, his and their Executors and Administrators, by these Presents, as followeth, (that is to say), That each of them the said *P. D. T. P.* and *J. M.* for his Part and Behalf, if and so often as any such Doubts, Questions or Differences, shall arise between the said Parties in or concerning the said Accounts, or any Agreements Promises, Payments, Allowances, Monies, Matters or Things relating thereunto, that then and in such Case the said respective Parties shall and will, from Time to Time, refer and submit every or any such Differences, Doubts and Controversies, to the Award, Judgment and Determination of the said, &c. or any two of them, to be by them, or any two of them, heard, adjudged and determined: **And** that each of them the said Parties, their respective Executors and Administrators, shall and will be concluded by, and perform and fulfil the Award, Judgment and Determination which they the said Arbitrators, or any two of them, shall from Time to Time make and declare in Writing under their Hands and Seals in and concerning every or any such Differences, Doubts or Controversies, which shall arise and be to them referred as aforesaid, on or before the, &c. next ensuing the Date of these Presents: **And** that each of the said Parties shall and will, upon Notice in that Behalf given, attend the said Arbitrators at such Time and Place as they shall order and require, in order to their better learning and determining the same, and all Proofs and Allegations to be made by the said Parties, or any of them, concerning such Doubts or Differences; or in Default of such their Appearance from Time to Time after such Notice given as aforesaid, that the Party making such Default, shall and will for every such Default forfeit and pay to the other or others of them, the Sum of — of lawful, &c. (Penalties may be added). **In Witness,** &c.

An Assignment from Executors of a deceased Copartner's Stock to the surviving Partners, with general Releases from each other.

THIS Indenture made, &c. **Between** J. H. Cordwainer, and J. C. Victualler, (Executors of the last Will and Testament of R. D. of, &c. Brewer, deceased) of the one Part, and T. M. of, &c. and H. W. of, &c. of the other Part. **Whereas** the said R. D. in his Life-time, together with the said T. M. and H. W. were Copartners and Joint Traders together, in the Art, Trade or Mystery of a Brewer, which Trade, by Virtue of the Death of the said R. D. is now vested in them the said T. M. and H. W. **And whereas** since the Death of the said R. D. several Disputes have arisen between them the said T. M. and H. W. and them the said J. H. and J. C. touching the late Accounts of him the said R. D. of and in the said joint Trade and Stock thereof, and also of 10*l.* now due from the said surviving Copartners on Account of their said late joint Trade and Stock thereof, to the Estate of him the said R. D. at the Time of his Death: **And whereas** for preventing all Suits and Controversies touching the Matters aforesaid, the several Parties hereto referred the same to the final Determination of C. K. Gent. and R. J. Brewer, who having accepted thereof, by their Award duly executed, bearing Date, &c. (reciting as therein recited) did thereby (*inter alia*) Award, that there was then remaining due from the said late joint Stock to the Executors of the said R. D. the Sum of — which when paid, should be in full of all further Claims or Demands of them the said Executors, upon or out of the said Stock, as by the said Award, &c. **Now this Indenture witnesseth**, that to the End to prevent all future Differences, Disputes and Controversies touching the Matters aforesaid, and of all Actions and Suits whatsoever touching the same, and for which Purpose general Releases are agreed by the said Parties to be given to each other in such Manner as herein after mentioned, and also for and in Consideration of the said Sum of — of, &c. (being so awarded or ordered to be paid to them the said Executors as aforesaid) to them the said J. H. and J. C. or one of them, in Hand well and truly paid by the said T. M. and H. W. at or before, &c. (which Sum is by the said J. H. and J. C. hereby agreed and declared to be in full Discharge and Satisfaction of all Monies, Stock, and other Demands whatsoever due to them the said Executors, or the Estate late of the said R. D. from them the said T. M. and H. W. or either of them, or from the said joint Stock of the said late Copartnership, or otherwise howsoever, on Account thereof, other than and except as herein after is excepted) the Receipt of which Sums they the said J. H. and J. C. do hereby respectively acknowledge, and thereof, and of every Part or Parcel thereof, do hereby severally and respectively acquit, exonerate, and for ever discharge as well them the said T. M. and H. W. their Executors and Administrators respectively, as also all the said joint Stock of the said late Copartnership, and for divers other good Causes, &c. **They** the said J. H. and J. C. **Have**, and each of them **Doth**, and by these Presents **Do**, and each of them **Doth** freely, clearly and absolutely bargain, sell, assign, transfer and set over unto them the said T. M. and H. W. their Executors, Administrators and Assigns, **All** and every the Part and Parts, Share or Shares whatsoever belonging to him the said R. D. of and in all and every the Rents, Debts, Beer, Malt, Hops, Casks, and all other the Stock whatsoever mentioned and set forth in the Total or Ballance of a Rest-Book thereof, made, examined and signed by T. T. on or about, &c. **And also** all other the Stock and Estate whatsoever now belonging to the Estate late of him the said R. D. by Virtue of his being a Copartner with them the said T. M. and H. W. as aforesaid; and all the Right, Interest, Property, Benefit, Advantage, Claim and Demand whatsoever, both at Law and in Equity, of them the said J. H. and J. C. or of either of them, of, in, to or out of the said hereby assigned Stock and Premises, or any Part or Parcel thereof, by Virtue of the Indenture or Articles made on the said Copartnership, or of the last Will and Testament of the said R. D. or otherwise howsoever, (other than and except three eighth Parts of a Debt of — due to the said late Joint Trade by a Note from — R. which three eighth Parts by the said recited award is thereby ordered to be first paid to the said Executors of the said R. D. when first received). **And** for the better and more effectual enabling them the said T. M. and H. W. to have and receive all and singular the said hereby assigned Premises to and for their own Use and Benefit, **They** the said J. H. and J. C. **Have**, and each of them **Doth**, and by these Presents **Do**, and each of them (as far as in them lies) **Doth** make authorize, constitute and appoint, and in their Place and Stead put them the said T. M. and H. W. their Executors, Administrators and Assigns, the true and lawful Attorney or Attornies jointly and separately irrevocable of them the said J. H. and J. C. to ask, demand, sue for, recover and receive, to and for their own proper Use and Benefit, all and singular the said hereby assigned Debts, Rents and Premises, of and from all and every Person and Persons whomsoever, who are or shall be liable to answer and pay the same; and in Case of Nonpayment thereof, or of any Part thereof, then at the Charge of them the said T. M. and H. W. and in their own Names, or in the Names of them the said J. H. and J. C. or either

Letter of
Attorney.

of them, to bring any Action or Suit, either at Law or in Equity, for the Recovery thereof, and the same to prosecute to Effect, and upon Receipt thereof, or of any Part thereof, to give proper and sufficient Discharges for the same, and finally to make, do and execute all and every such further and other lawful Acts, &c. **Provided nevertheless**, and so as they the said *T. M.* and *H. W.* their Executors, Administrators and Assigns, shall and do at all Times hereafter save harmless and keep indemnified them the said *J. H.* and *J. C.* their Executors and Administrators, of and from and against all Costs, Charges and Damages, which they, or either or any of them, shall or may pay or sustain by Reason of their, either or any of their Names being made use of in any such Action or Suit to be brought or commenced by Virtue of the Power hereby given. **And** they the said *J. H.* and *J. C.* for themselves, their Executors and Administrators, do covenant, promise and agree to and with the said *T. M.* and *H. W.* their Executors, Administrators and Assigns by these Presents, in Manner as follows, *viz.* That they the said *J. H.* and *J. C.* or either of them, have not made, done, committed or wittingly suffered any Act, Matter or Thing whatsoever, whereby or by Means whereof the said hereby assigned Debts, Rents and Premises, or any Part thereof, are or is, or shall or may be in any wise prejudiced, released, discharged or incumbered in any Manner howsoever; nor shall or will at any Time hereafter do any Act, Matter or Thing whatsoever, whereby to release or discharge all or any the said hereby assigned Debts, Rents and Premises, or any Part thereof, or the Power or Authority hereby given for recovering the same, or any Action or Suit to be thereon brought for recovering thereof, without the Consent of them the said *T. M.* and *H. W.* their Executors or Assigns, first had in Writing for that Purpose: **And also** that they the said *J. H.* and *J. C.* and all other Persons lawfully claiming any Right or Interest of, in or to the said hereby assigned Premises, or any Part thereof, by, from or under them, or either of them, or by, from or under the said *R. D.* deceased, shall and will at any Time, at the Request and Charge of the said *T. M.* and *H. W.* or either of them, their or either of their Executors or Administrators, make, do and execute any further or other lawful and reasonable Act and Acts, Thing and Things, as well for the Corroborating and Strengthening of these Presents, as also for the further, better and more perfect Assigning of all and singular the said hereby assigned Premises, unto them the said *T. M.* and *H. W.* their Executors, Administrators and Assigns, as by their or any of their Counsel shall be reasonably advised or required; **And further** that in Case, within the Space of — now next ensuing, it shall be proved or made plainly appear, that he the said *R. D.* hath contracted any Debt or Debts on Account of his said late Copartnership with them the said *T. M.* and *H. W.* with any Person or Persons whomsoever (other than and except all such Debts as are mentioned and comprised in the said Rest-Book, signed by the said *T. T.* as aforesaid) and that such Debt or Debts are now justly due and owing from the said *R. D.* to such Person or Persons on Account of the said late Joint Trade, and that the same shall become charged therewith; then and in such Case they the said *J. H.* and *J. C.* their Executors and Administrators, shall and will out of the Estate of the said *R. D.* pay and satisfy all and every such Debt or Debts (if any) so now due as aforesaid, or shall and will save harmless and keep indemnified them the said *T. M.* and *H. W.* their Executors and Administrators, of and from Payment thereof, provided nevertheless, and so as such Debts be so proved, or made plainly appear within the Time aforesaid. **And** they the said *J. H.* and *J. C.* for the Considerations in Pursuance of their Agreement aforesaid, for themselves, and for their respective Executors and Administrators, and for all other the Representatives of the said *R. D.* **Do** hereby remise, release, discharge, and for ever quit-claim, unto them the said *T. M.* and *H. W.* their Executors or Administrators, all Sums of Money now due to the said late Joint Trade, and all and all Manner of Actions, Suits, Claims and Demands whatsoever both at Law and in Equity, which they, either or any of them, can or may from henceforth claim, challenge or demand against them the said *T. M.* and *H. W.* or either of them, their or either of their Executors or Administrators, for, by Reason or on Account of any Breach or Non-performance of any Covenant or Agreement, or any other Act, Matter or Thing whatsoever done or committed, or which on their Part by Virtue of the said Indenture or Articles of Copartnership, or otherwise, are or were by them thereby covenanted or agreed to be paid, done and performed, (other than and except as to the said three eighth Parts of the said Debt of — so due from the said — *R.* and which by the said Award is to be paid to them the said Executors when received as aforesaid). **And** they the said *T. M.* and *H. W.* in Consideration of the Release herein before made and given to them as aforesaid, and in Pursuance of the aforesaid Agreement, and for other good Considerations them thereunto moving, **Do** hereby for themselves, and for their respective Executors and Administrators, remise, release, discharge, and for ever quit-claim, unto them the said *J. H.* and *J. C.* and all and every other the Representatives of the said *R. D.* all and every Sum and Sums of Money, and all and all Manner of Actions, Suits, and Claims and Demands whatsoever, both at Law and in Equity, which they, either or any of them can or may have, claim, challenge or demand against the Estate late

Proviso to indemnify them.

Executors covenant, *viz.*

Done no Act to incumber.

Not to release any Debt, or Power hereby given,

As to Payment or indemnifying surviving Partners touching all Debts contracted by Testator not comprised in last Rest.

General Release from the Executors to surviving Partners

The like to the Executors.

of

of the said *R. D.* or them the said *J. H.* and *J. C.* as Executors thereof, for, by Reason or upon Account of any Breach of Covenant or Non-performance of any Agreement, or any other Act, Matter or Thing whatsoever by him or them done or committed touching or relating to the before mentioned Copartnership, or which by the said Articles or Indentures of Copartnership, or otherwise, are or were by him the said *R. D.* thereby covenanted or agreed to be paid, done and performed, (other than and except as to all such Debt or Debts not comprised in the said Rest) which shall appear to have been contracted and which are now justly due from the Estate of the said *R. D.* to the said late Joint Trade, and which (if any) are to be paid by his Executors in Manner as aforesaid. **In Witness, &c.**

A Dissolution of a Copartnership.

THIS Indenture Tripartite, &c. Between *J. P. &c.* of the first Part, *C. M.* Citizen and Apothecary of *London*, of the second Part, and *V. P.* of the City of *N.* Esq; Father of the said *J. P.* of the third Part. **Whereas** by Indenture of Copartnership, bearing Date, &c. the said *C. M.* and *J. P.* did mutually agree to be and continue Copartners and Joint Traders together in the Arts or Mysteries of Chymistry and Pharmacy, and all other Things whatsoever relating to Physick, and also in the Buying and Selling Drugs, Wares and Commodities, to all or any of the said Arts belonging, for the Term of five Years, to commence from the first Day of *January* then next, by and with the Joint and Principal Stock of 2926*l.* then remaining and being in the said Stock and Trade then used by and belonging to the said *C. M.* consisting in Furnaces, Coppers, Stills, Wares, Goods, and other Commodities, as by an Account thereof stated and agreed unto, and set down in their Book of Accounts under both their Hands, bearing even Date with the said recited Indenture of Copartnership, it doth and may appear; **Which** said Arts, Trades and Business were then used and exercised by the said *C. M.* at or in the Messuage or Tenement, commonly called or known by the Name or Sign of *Glauber's Head*, situate in *W.* Street in the Parish of *St. A. London*, and in the Elaboratories and Warehouses on the back Part thereof, and also in a Messuage or Tenement in *C.* in the County of *M.* all which were in the Possession of the said *C. M.* and also in Part of a Messuage or Tenement, situate, &c. and were agreed to be carried on in the said Elaboratories, Warehouses and Places, during the said Copartnership. **And it was further** by the said Indenture agreed between the said Parties, that all the said Joint and Principal Stock, and all the Gains and Profits thereof, and all the Benefit of the said Joint Trade and Business should remain, be used and employed in the said Joint Trade for the Use and Benefit of the said Copartners, during the said Term of five Years, according to certain Covenants, Provisoes and Agreements in the same Indenture contained, and should not be otherwise taken out or employed by either of the said Parties, without the Consent of the other Copartner; and that both the said Parties, at all Times during the Continuance of the said Joint Trade, and at the Ceasing, Dissolving, or other Determination thereof, have a several Right, Title, Interest and Property in the said Joint Trade, and the Increase thereof, and in all Gains and Benefit that should accrue by the said Joint Stock or Trade; and in all the Monies, Goods, Commodities, Debts, and other Estate whatsoever belonging thereto in equal Moieties, or Half-Parts, the whole into two equal Parts to be divided, and that all Debts and Duties which should be owing by the said Parties by Reason of the said Joint Trading, and all Losses and Damages which should from Time to Time, during the said Term of Copartnership, come, grow due or happen to or in the said Joint Stock, by bad Debts, or otherwise, and all the Rents and Repairs of the said several Messuages or Places in which the said Trade or Business was carried on and managed, and all Charges, Parish Duties, Tithes and Payments, for or in Respect of the said Premises or Joint Trade only, or of the said Joint Stock, and all Wages for Servants, Journeymen and Labourers, should be born and allowed by and between the said Parties equally: **And whereas** in and by Indenture of Bargain and Sale, bearing Date, &c. made between the said *C. M.* of the one Part, and the said *J. P.* of the other Part, the said *C. M.* (in Consideration of the Sum of 1000*l.* of, &c. to him paid by the said *J. P.* and in Consideration of the further Sum of 463*l.* secured to be paid by the said *J. P.* to the said *C. M.* in such Manner as by Indenture then intended to bear Date the Day next after the Day of the Date of the said last recited Indenture of Bargain and Sale, and to be made between the said *J. P.* of the one Part, and the said *C. M.* of the other Part,) *Did* bargain, sell and assign unto the said *J. P.* *One Moiety* or Half-Part (the whole into two equal Parts to be divided) of and in the Stock and Trade of and belonging to him the said *C. M.* and the Gains, Profits, Proceed, Benefit and Increase thereof, and of the Elaboratories, Coppers, Stills, Furnaces, Wares, Goods, Merchandizes and Commodities, and all other Things appertaining to the said Stock or Trade; *To hold, receive, take and enjoy the same, unto the said J. P. his Executors, Administrators and Assigns,*

Recitals, viz.
As to the Copartnership in Chymistry and Drugs.
Stock and what consisting of.
Places where carried on.
As to Stock being used, &c.
As to each Party's Right, &c.
Equal Moieties.
All Debts, Losses, Rents, and other Incident Charges to be equally born.
As to the head Partner's Bargain and Sale to the other Party of a Moiety.
Of his Stock, &c.
Habendum.

to his and their own Use, and as his and their own Goods, Chattels, Stock and Estate from thenceforth for ever, as in and by the said last recited Indenture, Reference, &c. **And whereas** in Pursuance of the said Agreement, in the said last Indenture of the said, &c. mentioned by Indenture of Bargain and Sale the fourth Day of, &c. and made between the said J. P. of the one Part, and the said C. M. of the other Part, he the said J. P. for securing Payment of the said Sum of 463 l. to him the said C. M. with Interest for the same, or Part thereof, *Did* bargain and sell to the said C. M. All the said Moiety or Half-Part of the said Stock, Elaboratories, Coppers, Stills, Furnaces, Wares, Goods, Merchandizes and Commodities, and all other Things whatsoever, which were bargained, sold and assigned by him the said C. M. to him the said J. P. as aforesaid, and all the Estate, Right, Title, Interest, Property, Claim and Demand whatsoever of him the said J. P. his Executors, Administrators and Assigns, in, to and out of the same, and every Part and Parcel thereof; *To hold*, receive and enjoy the same, with their Appurtenances, unto the said C. M. his Executors, Administrators and Assigns, to his and their own proper Use and Behoof for ever; *Subject nevertheless* to Redemption upon Payment of the said Sum of 463 l. at such Times, with Interest for 231 l. 10 s. Part thereof, as therein is mentioned, as in and by the said last recited Indenture of Bargain and Sale, Relation being thereunto had, may more at large appear: **And whereas** the said Sum of 1000 l. so paid to the said C. M. by the said J. P. was advanced to him the said J. P. by the said V. P. upon the said J. P. and C. M. becoming jointly and severally bound to the said V. P. in one Bond or Obligation, bearing Date on or about the 22d Day of December in the Year 1731, in the Penal Sum of 1000 l. conditioned for the Payment of Interest of the said Sum of 1000 l. half-yearly, after the Rate of 4 l. 10 s. per Cent. per Ann. to the said V. P. during his natural Life: **And whereas** the said J. P. did afterwards pay and bring into the Cash of the said Copartnership, the Sum of 50 l. of his own proper Monies, over and above the said sum of 1000 l. in order to carry on the said Trade, which said Trade and Joint Dealing hath been hitherto carried on from the Commencement thereof, in the Joint Names of them the said C. M. and J. P. by Means whereof several Debts have been contracted and are now due and owing to, by and from the said Partnership, or by Means thereof: **And whereas** several unhappy Differences, Controversies and Disputes have arisen between the said C. M. and J. P. since the said Copartnership hath been entered into between them, insomuch that the said J. P. did in or about Trinity Term last, or in the Vacation of the said Term, exhibit a Bill against the said C. M. in his Majesty's High Court of Chancery, to be relieved against several Matters and Things thereby suggested and complained of, to which Bill the said C. M. hath put in his Answer, and no further Sum or Sums of Money have been paid by the said J. P. into the said Copartnership, nor hath any Part of the said Sum of 463 l. been paid to the said C. M. by the said J. P. in Pursuance of the said recited Indenture of Mortgage; and further Suits, Differences and Controversies in Law and Equity, being likely to arise between the said C. M. and the said J. P. which may occasion great Trouble, Expence and Charge: **This Indenture therefore witnesseth**, that for the Compromising, finally ending and absolutely Determining all Differences, Controversies, Actions, Suits, Debts, Accounts and Demands whatsoever had made, moved, depending, arising or accruing, or which at any Time or Times hereafter may be had, made, moved, arise or accrue by or between all or any of the said Parties to these Presents, for or by Reason or Means of the said Copartnership, or of any Matter or Thing relating thereto, resulting therefrom, or otherwise howsoever; **It hath** been consented to and agreed by and between all the said Parties to these Presents, that the said Partnership should be absolutely dissolved and determined; **And** the said C. M. and J. P. in pursuance of the said Agreement (by and with the Privy and Consent of the said V. P. testified, &c.) **Do** hereby mutually declare, covenant and agree to and with each other, that the said Partnership entered into between them, now is, and from the Date of these Presents shall be absolutely dissolved and utterly determined; **And** both Parts of the said Indenture of Copartnership, together with the several herein before recited Deeds of Bargain and Sale and Assignment, by their mutual Consent and Agreement have been cancelled, at and immediately before the Sealing and Delivery hereof; **And** it hath been further agreed by and between all the said Parties, that the said V. P. shall deliver up the said recited Bond or Obligation to the said C. M. to be cancelled; and that in Consideration thereof, and of the Sum of 200 l. of lawful, &c. to be paid to the said V. P. at and before the Sealing and Delivery of these Presents, and of the further Sum of 500 l. to be secured to be paid to the said V. P. on the 24th Day of June next, by the Bond or Obligation of the said C. M. as herein after is mentioned, **The** said J. P. should bargain and sell All his said Moiety of and in the said Joint Stock, Goods, Merchandizes, Debts and Effects whatsoever, and should also release all his Right, Title, Interest and Demand, of, in and to the same, and should give a Letter of Attorney to the said C. M. to receive and recover the Debts standing out and belonging to the said Copartnership in such Sort, Manner and Form, as herein after is mentioned and expressed; and that the said

As to bargain and Sale back again, to secure Payment of the Monies by him to be advanced.

Habendum.

As to Money advanced by one of the Parties Father.

As to Differences.

As to a Bill in Chancery.

As to Consideration, as to determining Differences, Suits, &c.

As to Dissolution of the Partnership.

As to a Bond being delivered up.

and other previous Agreements.

C. M. should give his Covenant to indemnify the said *J. P.* therein, and against all Debts owing by or from the said Copartnership, and that the said *C. M.* and *J. P.* should mutually release each other of all Articles, Covenants, Agreements and Demands whatsoever (except the Covenants and agreements herein contained, in such Sort, Manner and Form, as herein after is mentioned and expressed); and that the said *J. P.* should cause his said Bill in Equity to be dismissed without Costs, the said *C. M.* by his Counsel consenting thereunto: **And where- as** in Pursuance of the said Agreement, the said *C. M.* by one Bond or obligation, bearing even Date with these Presents, is become bound unto the said *V. P.* in the Sum of 1000 *l.* with Condition thereunder written, to be void upon Payment of the Sum of 500 *l.* of, &c. unto the said *V. P.* on the 24th Day of *June* next: **Now this Indenture further witnesseth**, that in further Pursuance of the said Agreement, and for and in Consideration of the Sum of 200 *l.* of, &c. (by the Direction and Appointment of the said *J. P.* testified by his being a Party hereto, and Sealing and Delivery of these Presents) well and truly paid by the said *C. M.* to the said *V. P.* the Receipt whereof the said *V. P.* doth hereby acknowledge, and thereof he the said *V. P.* and also the said *J. P.* do, and each of them doth release and discharge the said *C. M.* his Executors, Administrators and Assigns, and every of them; and also for and in Consideration of the said Sum of 500 *l.* so secured to be paid to the said *V. P.* by the said recited Bond or Obligation of the said *C. M.* and also of the Sum of 5 *s.* of like lawful Money to him the said *J. P.* in Hand paid by the said *C. M.* at and before the Sealing and Delivery of these Presents, the Receipt whereof the said *J. P.* doth hereby acknowledge, he the said *J. P.* hath bargained, sold, assigned and released, and by these Presents **Doth** fully, absolutely and clearly bargain, &c. unto the said *C. M.* **All** the said Moiety or Half-Part (the whole into two equal Parts to be divided) of and belonging to him the said *J. P.* in the said Joint Stock and Premises so bargained, sold and released to him by the said *C. M.* and the Gains, Profit, Proceed, Benefit and Increase thereof from the said first Day of *January* last past, and also of and in the said Elaboratories, Coppers, Stills, Furnaces, Wares, Goods, Merchandizes, ready Monies, Debts, Commodities, and other Things appertaining to the said Joint Trade, and all the Estate, &c. **To have and to hold**, receive, take and enjoy the said Half-Part or Proportion (the whole Stock into two equal Parts to be divided as aforesaid) of and in the Joint Stock and Premises hereby bargained, sold, assigned and released, or meant, mentioned or intended so to be, and every Part and Parcel thereof, with the Appurtenances, unto the said *C. M.* his Executors, Administrators and Assigns, to his and their own proper Use, and as his and their own proper Goods, Chattels, Stock and Estate, from henceforth for ever. **And** the said *J. P.* doth for himself, his Executors and Administrators, hereby for the Considerations aforesaid, and the better to enable the said *C. M.* to recover in and receive the said Debts, Sum and Sums of Money now due and owing to the said Joint Stock and Trade, make, constitute and appoint him the said *C. M.* his Executors, Administrators and Assigns, his true and lawful Attorney and Attornies, and doth give and grant to him and them full Power and Authority in the Joint Names of them the said *C. M.* and *J. P.* or in the Name of the said *J. P.* alone, as Occasion may require, but to the proper Use and behoof of him the said *C. M.* his Executors, Administrators and Assigns, and without giving any Account for the same, to ask, demand, receive, sue for, recover, compound, acquit and discharge the said Debts, or any of them, the said *J. P.* giving and hereby granting to the said *C. M.* his Executors, Administrators and Assigns full Power and absolute Authority to do all and every Act and Acts, Thing and Things therein, as to him the said *C. M.* his Executors or Administrators shall seem meet. **And** the said *J. P.* for himself his Executors and Administrators, doth hereby covenant, promise and agree, to and with the said *C. M.* his Executors and Administrators, that he the said *J. P.* shall not nor will revoke or countermand the Authority hereby given, but that he, his Executors or Administrators, shall and will from Time to Time, as often as there shall be Occasion, ratify and confirm the same, and also give and grant to the said *C. M.* his Executors or Administrators, such further Authority and Power in the Premises, as the said *C. M.* his Executors or Administrators, or his or their Counsel learned in the Law, shall reasonably devise, advise and require, at the Cost and Charges of the said *C. M.* his Executors or Administrators.

As to a Bond
or even Date.

2d Consideration.

Assignment
and Release
from one of
the Parties to
the other, of
his Moiety in
Stock, &c.

His Letter of
Attorney
thereon.

Joint Names.

His Covenant,
viz. Not to
revoke, but to
ratify and
give any fur-
ther Power.

An Indenture of a Copartnership between four, for Affairs Domestick and Foreign.

THIS Indenture of four Parts, made the, &c. **Between** *R. C.* of &c. of the first Part, *C. R.* of the second Part, *J. F.* of the third Part, and *F. J.* of the fourth Part, **Witnesseth**, That the said Parties, for the Affiance, Trust and Confidence which each of them hath and doth repose in the other, have concluded and agreed to become Copartners and Joint-Traders together, in such Trades and Merchandizing, as well within the Kingdom of

of *England* as also in *Holland*, and elsewhere in Parts beyond Sea, where the said Parties shall think fit to Trade and Merchandize for their most Benefit, Advantage and Profit; and that for and during the Space of five Years, to be computed from the Day of the Date hereof, from thence next ensuing, and fully to be compleat and ended, there shall be such Joint Trade; **And** to that End and Purpose, the said Parties have added and put together a Joint Stock, to be employed in and about the said Joint Trade; that is to say, the Sum of 10000 *l.* of lawful Money of *Great Britain*, viz. The said *R. C.* for his Part 2500 *l.* the said *C. R.* for his Part 2500 *l.* the said *J. F.* for his Part 2500 *l.* and the said *F. J.* 2500 *l.* more, being the Remainder of the said 10000 *l.* **Which** said Stock shall be occupied and employed together, upon an Account of Fourths, both in Profit and Loss, the Whole in four equal Parts to be divided, whereof the said *R. C.* his Executors and Administrators, is and are to have, and bear for his and their Parts, one fourth Part thereof both in Profit and Loss; the said *C. R.* his Executors and Administrators, one fourth Part thereof, for his and their Part both in Profit and Loss; and the said *J. F.* his Executors and Administrators, another Part thereof both in Profit and Loss; and the said *F. J.* his Executors and Administrators, the other fourth Part thereof, both in Profit and Loss, for his and their Parts, according to the true Intent and Meaning thereof; **Which** said Transaction, Trade and Business, for the Consideration hereafter named, is to be done and performed as followeth; that is to say, The said *J. F.* during the said Copartnership, to have the sole Receiving, Keeping and Charge of all the Cash and Money, and of all the Cloths, Bays and Stuffs, and of all the Bonds, Bills and Specialties belonging to the Joint Account here in *England*; and of all Goods and Wares to be received from beyond the Seas, for and upon the said Joint Account; and also the Charge of the Writing, true Keeping and Custody of the Books to be kept here in *England*, touching the said Joint Account and Business in Copartnership, within the Dwelling-House of the said *J. F.* in *London*, for the Time being, and the Buying of the said Cloths, Bays and Stuffs, and the Selling of all Goods to be received from beyond the Seas, and the Receiving of Money, and the Ordering and Disposing of them; and the other Joint Business is to be equally acted and performed by the said *J. F.* and *C. R.* And that the said *F. J.* shall have the Management and Transaction of the Affairs relating to the said Copartnership and Joint Trade, which are to be managed, done and transacted in the Parts beyond the Seas; **Whereupon** it is concluded and agreed, by and between the said Parties to these Presents, and each and every of the said Parties, by and for himself, his Executors and Administrators, doth covenant and grant to and with each and every other of them, his Executors and Administrators, by these Presents, as hereafter in Manner and form followeth, First, that the said Copartnership shall continue without ceasing, in Form hereunder declared, from the Day of the Date hereof, until the full End and Term of five Years, from thence next ensuing, and fully to be compleat and ended; And that every of the said Copartners in the several Businesses before mentioned, to be by them severally done and performed, and all other Matters and Things touching the said Copartnership, shall and will from time to Time, during the said five Years, perform and do his and their best Endeavour, Care and Diligence, for the most and best Profit, Commodity and Advantage of them the said Copartners, and that each and every of them the said Copartners shall be faithful, just and true unto the other of them therein; **And** that all Gains and Increases, happening or coming of, or by the said Joint Trade and Copartnership, shall be indifferently and equally parted and shared by and between the said Parties, their Executors and Administrators, as is before prescribed and set down; and that all Debts, Charges, and Losses likewise arising, happening and growing to be paid and born, for or by Reason of the said Joint Trade and Copartnership, shall be in like Manner paid, born and sustained by and between the said Parties, their Executors and Administrators, in four equal Parts, as is before mentioned, and according to the true Intent and Meaning of these Presents; **And** that every of the said Parties shall from Time to Time hereafter perform and do his and their best Endeavour, Diligence and Travel, as Need or Occasion shall require, to recover and obtain such Debts, Duties, and Sum and Sums of Money, as by Reason or Means of the said Trade or Copartnership shall be due or owing unto them, from any Person or Persons, so speedily as may be from Time to Time; and shall not at any Time hereafter, without Consent of the rest, do or procure, or cause to be done or procured, any Act, device or Thing, to prejudice, hinder or retard the Recovery, Obtaining or Getting in of the said Debts, or any of them; **And** if it shall happen that the said Parties, or any of them, shall trust or deliver out upon Credit or Confidence, any of the Goods, Wares, Money or Merchandizes belonging to the said Joint Account, to any Person or Persons, whom any other of the said Partners shall pray, warn or admonish not to trust, that then and so often such of them the said Partners which shall so trust and deliver out upon Credit any of the said Goods, Wares, Money or Merchandizes to any such Person or Persons, shall and will within three Months next ensuing, answer and satisfy unto the

the said Joint Stock, so much lawful Money of *Great Britain*, as the Goods, Wares, Money or Merchandize so to be trusted or delivered out, as aforesaid, shall amount unto, (in Case in the mean Time full satisfaction shall not be made for the same, by the Person or Persons which shall be trusted as aforesaid;) and that in such Case, such of the said Parties so making Satisfaction therefore, shall and may have and enjoy the sole Benefit of the said Goods, Wares, Money or Merchandizes or Things so by him intrusted, and for which he shall have made Satisfaction, as aforesaid: **And** that every of them the said Parties, (if Necessity require and conveniently it may be) in all his and their Buying and Selling, Dealings and Doings, touching and concerning the Joint Trade, shall desire and take the Advice and Direction of the rest of the said Parties, or some or one of them; **And** that all such Detriments and Losses, as shall without fraudulent Practice of any of the said Copartners, happen to come to the said partible Account, by the Falshood, Absence or Negligence of any Servant or Servants, Apprentice or Apprentices, or others, which shall serve or dwell with any of the said Parties, shall be born and answered by the Master of such Servant or Servants, by whom the same shall be done or committed; **And further**, that none of them the said Parties shall or will, at any Time or Times hereafter, charge the Account of the said Copartnership, with any other or more Debts, than only such as shall be pertinent to the same, and with such Charge only as shall be necessarily and justly disbursed for and about such Goods, Wares, Commodities and Merchandizes, as shall be occupied and employed in or about the said Joint Trade or Copartnership, and for and about the Getting in, Recovery and Obtaining of such Debts, as shall be due and owing unto them by Reason thereof; nor at any Time hereafter during the said Space or Time of five Years, shall withdraw or take from the said Joint Stock and Account, any Sum or Sums of Money or other Things, other than such as shall be disbursed for the Recovery and Getting in of such Debts, as are incident to the same, as is before expressed and mentioned, and that without Fraud or Covin; **Saving** that it shall and may be lawful to and for every of them the said Parties yearly, during the said Copartnership, to have and take out of the said Stock belonging to their Joint Trade and Copartnership, for every of their particular and private Expences and Occasions, as followeth; (that is to say) to the said *R. C.* the Sum of 100 *l.* of lawful Money of *Great Britain*, to the said *C. R.* the like Sum of 100 *l.* to the said *J. F.* the like Sum of 100 *l.* and to the said *F. J.* the like Sum of 100 *l.* of like lawful Money of *Great Britain*; and saving also that it shall and may be lawful to and for the said *J. F.* during the said Copartnership, in Respect of his House-Rent, wherein it is agreed one Part of the Business of the said Copartnership shall be acted and performed here in *England*, and for the extraordinary Pains of him and his Servants, to be taken and performed in and about the said Joint Trade, and for his Expences upon, and Entertainment of Clothiers yearly, to charge upon the said partible Account, and to be allowed yearly out of the same the Sum of 80 *l.* of lawful Money of *Great Britain*, over and besides the said 100 *l.* a Year allowed unto him as aforesaid; **Saving** also for the said *C. R.* in respect of the extraordinary Pains of him and his Servants, to be taken in and about the said Joint Trade, and his Expences upon and Entertainment of Clothiers, as aforesaid, and for his House-Rent, wherein it is agreed also, that one Part of the Joint Business aforesaid shall be acted and performed, to charge it to the said partible Account, and be allowed upon the same, the like Sum of 80 *l.* yearly, of the like lawful Money of *Great Britain*, during the said Copartnership, over and besides the said 100 *l.* yearly to him allowed as aforesaid; **And** saving that it shall and may be lawful to and for the said *F. J.* in Respect of his extraordinary Pains to be taken in and about the said Joint Business, and for his Dwelling in the Parts beyond the Sea, where it is agreed he shall be employed in and about the said Joint Trade and Business, during the said Copartnership, there to charge the said partible Account, and to be allowed the same here in *England*, the Sum of 50 *l.* yearly, of like lawful Money of *Great Britain*, during the said Copartnership, over and above the said 100 *l.* a Year to him allowed, as aforesaid; **Also** the Wages and Allowance to or for any Servant or Servants to be sent over, or to or for any Apprentice or Apprentices, where any shall be sent over and employed in the said Business, into the Parts beyond Sea, (an equal Number of Apprentices of each of them the *R. C.* *C. R.* and *J. F.* and *F. J.* being employed in the said Joint Business;) and also the Charge of any Ware-House or Ware-Houses, to be taken or used beyond the Seas for the said Joint Business; and the Wages and Allowance of one Servant, agreed to be hired by the said *J. F.* and *C. R.* for the managing and writing of the Books of Account, to be kept here in *England*, concerning the said Joint Trade and Business, is hereby agreed by and between the said Parties to these Presents to be paid and allowed out of the Joint Stock of this Copartnership; **And** the said *F. J.* for himself, his Executors and Administrators, and every of them, doth covenant and grant to and with the said *R. C.* *C. R.* and *J. F.* and every of them, their and every of their Executors and Administrators, by these Presents, in Manner and Form following; that is to say, That he the said *F. J.* shall not nor will, at any Time or Times during this Copartnership, leave,

transfer, or commit the Business, Trade or Employment, of or concerning the said Joint Trade or Copartnership, in any Place or Places beyond the Seas, where he shall have full Charge and Disposing, nor any Bills or Specialties concerning the same, to any Person or Persons whatsoever, other than such as shall be thought fit by the said R. C. C. R. and J. F. or the Survivors or Survivor of them, and their special Consent and Agreement in Writing under their Hands in that Behalf first had and obtained; **And** further, that he the said F. J. shall from Time to Time hereafter, during the said Copartnership, keep or cause to be kept in such Place or Places beyond the Seas, where he shall continue to be employed, just and true Book and Books of Account and Reckonings of all and every his Dealings, Doings, Buyings and Sellings, and Employments touching and concerning the Premises, in such ample Manner and Form in every Respect, as Merchants of the same Trade commonly use to do; **And** shall not only send and consign Weekly, (if it conveniently may be) unto the said J. F. and C. R. true Copies of his Weekly Journal, and Particulars of all Cloths and Wares received and sold, Goods sent, and Money paid and sent by Exchange, and other his Dealings whatsoever, touching the said Joint Account, but also at the End of every six Months next ensuing each other, to be reckoned and accounted from the Day of the Date of these Presents, during the said Copartnership, consign and send over unto them the said J. F. and C. R. a true, plain, perfect and general Account in Writing, under his Hand, of all his Receipts, Payments, Buyings, Sellings, Dealings, Doings and Employments whatsoever by him passed or done, touching or concerning the said Joint Account and Copartnership, particularizing therein all Expences, and all Cloths, Wares and other Things then remaining in his Hands; **And** shall and will, during the Continuance of this Joint Trade, at his own Costs and Charges, (for the Consideration aforesaid) pay for Diet, Lodging and Entertainments in the Parts beyond Sea; **And** further, that it shall and may be lawful to and for the said R. C. C. R. and J. F. or any of them, or any of their Executors, Administrators, Servants or Assigns, at his and their Will and Pleasure, to have Liberty, Ingress, Egress and Regress, into, out of, and from the Counting-House, Store-House or Room of the said F. J. for the Time being in the Parts beyond the Seas, and shall and may freely, as Occasion shall require, as well view and peruse the said Books of Account, and all Bonds, Bills and Specialties whatsoever, as also all Wares, Goods and Merchandizes, and other Things whatsoever in the Parts beyond Sea, relating to the said Joint Trade, in the Hands, Custody or Possession of the said F. J. **And** moreover, That he the said F. J. shall and will with all convenient Speed, from Time to Time hereafter during the said Joint Trade, consign, remit, and send over to the said R. C. C. R. and J. F. from the said Parts beyond the Seas, in Money by Exchange, or in Wares and Merchandizes, the Proceeds of all Wares, Cloths and other Things that shall be by him received, and in his disposing, touching and belonging to the said Joint Account; **And** further, That he the said F. J. shall and will from Time to Time hereafter during the said Copartnership, endeavour what he may the Taking up such Money in the Parts beyond the Seas, for the said Joint Account, as shall be needful, and otherwise advance and benefit the same what he may; **And** also it is agreed by and between all the said Parties, That if the said F. J. shall at any Time or Times hereafter take up or borrow at Interest, or otherwise, any Sum or Sums of Money for the said Joint Account, that then the said R. C. C. R. and J. F. and every of them, their and every of their Executors and Administrators, shall by these Presents be liable to the Payment of the said Sum and Sums of Money, and every of them, as fully in every Respect as the said F. J. his Executors, Administrators or Assigns; and also, if in Case the said R. C. C. R. and J. F. or any of them, shall at any Time or Times hereafter take up or borrow at Interest, or otherwise, any Sum or Sums of Money for the said Joint Account, that then the said F. J. his Executors and Administrators shall be by these Presents liable and engaged together with the said R. C. C. R. and J. F. for the Repayment of the said Sum and Sums of Money, and every of them, as fully in every Respect as the said R. C. C. R. and J. F. or any of them, their or any of their Executors or Administrators; **And** the said J. F. for himself, his Executors and Administrators, and every of them doth covenant and grant to and with the said R. C. C. R. and F. J. and every of them, their and every of their Executors and Administrators, by these Presents, in Manner and Form following, (that is to say) That he the said J. F. shall and will from Time to Time, and at all Times hereafter, during the Copartnership, manage and keep, or cause to be managed and kept by such Servant or Book-keeper to be hired or entertained as aforesaid, just and true Book and Books of Account and Reckoning, Journal and Ledger of all and every the Receipts, Dealings, Payments, Buyings, Sellings and Employments of the said J. F. and the said C. R. concerning the Premises here in *England*, in such ample Manner and Sort in every Respect, as other Merchants of the same Trade commonly use to do; and at the End of every six Months, that is to say, on the last Day of *June*, and the last Day of *December*, yearly, during the said Copartnership, perfect the said Books, and give to each of the Partners a true Ballance thereof. **And** further, that it shall and may be lawful

to and for the said *R. C. C. R.* and *F. J.* and every of them, their and of their Executors, Administrators, Servants and Assigns, at convenient Times, at their and every of their free Will and Pleasure, to have free Liberty of Ingress, Egress, and Regress, into, out of, and from the Dwelling-House of the said *J. F.* and his Counting-House and Warehouse there, and shall and lawfully may, as Occasion shall require, view and peruse all Books of Accounts, and all Bonds, Bills, Writings and Specialties, Goods, Wares and Things whatsoever, there in the Hands, Custody and Charge of the said *J. F.* touching the said Joint Account. And the said *C. R.* for himself, his Executors and Administrators, and for every of them, doth covenant and grant to and with the said *R. C. J. F.* and *F. J.* and every of them, their and every of their Executors, Administrators, Servants and Assigns, by these Presents, in Manner and Form following, (that is to say) That he the said *C. R.* shall and will during the said Copartnership, keep or cause to be kept true Accounts in Writing, of all his Receipts, Payments, Buyings, Sellings, Dealings and Doings touching and concerning the said Joint Account; and shall from Time to Time produce and shew forth the same unto the said *J. F.* and his Servants, and the said Servant to be hired, as aforesaid, whereby the said *J. F.* or the said Servant, or one of them, may be enabled to keep the said Books and Accounts, Journal and Ledger of all Business whatsoever touching the said Joint Trade or Account there in *England*, within the said Dwelling-House of the said *J. F.* aforesaid; And also that it shall and may be lawful to and for the said *R. C. J. F.* and *F. J.* and every of them, their and every of their Executors, Administrators and Assigns, at their and every of their free Will and Pleasure, at convenient Times, to have free Liberty of Ingress, Egress and Regress, into and out of the Dwelling-House, Counting-House and Warehouse of the said *C. R.* for the Time being; and shall and may freely, as Occasion shall require, view and peruse all Books of Account, and all Goods, Wares, Merchandizes, and all other Things appertaining to the said Joint Trade, in his Custody and Charge; And the said *R. C. C. R.* and *J. F.* do covenant and grant each of them for himself, his Executors and Administrators, to and with the other of them, his Executors and Administrators, and every of them by these Presents, That they the said *R. C. C. R.* and *J. F.* shall and will respectively, during the said Joint Trade, for the Consideration aforesaid, bear and defray their own private and particular Charges and Expences, both for themselves, Servants and Families; And that the said *J. F.* and *C. R.* shall and will make, or cause to be made, all Bonds, Bills and Specialties, and Contracts whatsoever by them respectively to be taken and made concerning the said Joint Account here in *England*, in the Joint Names of them the said *C. R.* and *J. F.* for the Use of them the said *C. R.* and *J. F.* and of the said *R. C.* and *F. J.* And that the said *R. C.* and *F. J.* their Executors and Administrators, shall by Force of these Presents be jointly interested in and engaged for and concerning the same; And further, it is covenanted, granted, concluded, condescended and agreed by and between all the said Parties to these Presents, and each of them by and for himself, his Executors and Administrators, doth covenant and grant to and with the other of them, his Executors and Administrators, in Manner and Form following, (that is to say) That if any or either of them the said *R. C. C. R. J. F.* and *F. J.* shall at any Time or Times hereafter, during the said Copartnership, lend unto the said Joint Account any Sum or Sums of Money (over and above their present Stock put in, as aforesaid) into Stock to be used and employed, and for the Use of the said Copartnership and Joint Trade, during the Continuance thereof, or for so long Time thereof, as he or they so lending the same, or his or their respective Executors or Administrators shall think good, that then it shall and may be lawful to and for such of them the said Copartners, their Executors or Administrators, upon three Months Warning, to have, receive and take forth out of the said Joint Account, Stock and Gains in ready Money, such principal Sums of Money, by them the said Copartners respectively lent to the said Joint Account, or such Part thereof as he or they lending the same shall think fit; and also that it shall and may be lawful to and for the said *R. C. C. R. J. F.* and *F. J.* or any of them respectively lending any Sum or Sums of Money, as aforesaid, for and during so long Time, as the said Sum or Sums of Money, or any Part thereof, shall remain and continue in the Account of this Copartnership, to take out of the said Account, Stock and Gains of this Copartnership, and be allowed the same according to the Rate of *5l. per Cent.* yearly, for the Interest and Use of every hundred Pounds to be lent, as aforesaid and after the same Rate for a longer or shorter Time, or lesser or greater Sums of Money, the same to be taken half-yearly, without any Let or Hinderance whatsoever; And further, That none of them the said Copartners shall at any Time hereafter, during this Copartnership, without the special Licence and Agreement of the others first had and obtained in Writing, enter into Bond or become Bail or Surety to or for any Person or Persons whatsoever, for any Matter, Cause or Thing whatsoever, not being for the proper Use, and on Account of this Copartnership, in above the Sum of one hundred Pounds; nor that any of them the said Copartners, shall at any Time or Times hereafter, during the said Term, covertly or apparently, directly or indirectly

directly use any Kind of Merchandize or Trade whatsoever, with any Person or Persons whatsoever, the Gains whereof shall not or may not redound to the said Copartners, their Executors or Administrators, or the Survivor or Survivors of them, in Case any of them shall happen to decease before the Expiration of the same Term of five Years, ratably and proportionably, according to the true Intent and Meaning of these Presents; **And** further, That none of the said Parties shall or will at any Time or Times, during the said Copartnership, consign or send over any Goods, Wares or Merchandizes whatsoever, beyond Sea, belonging to the said Joint Account, to any Place or Places there whatsoever, other than what the greater Number of the said Copartners shall conclude or agree upon; **And** that all Differences arising in, about or concerning the said Joint Trade and the managing thereof, shall be decided and concluded by the Direction and Will of the major Part of them the said Copartners; **And** the said R. C. for himself, his Executors and Administrators, and for every of them, doth covenant and grant to and with the said C. R. J. F. and F. J. and every of them, their and every of their Executors and Administrators, by these Presents, in Manner and Form following, (that is to say) That he the said R. C. shall and will from Time to Time, on Request during this Copartnership, be aiding and assisting what he may unto the said C. R. and J. F. in and for the taking, borrowing and advancing of any Sum and Sums of Money for the said Joint Account, by Bond or otherwise: **And** also, That he the said R. C. in Consideration that he the said Joint Business is to be wholly acted and performed here in *England* by the said C. R. and J. F. and by the said F. J. beyond Sea, and by such other Person or Persons, as for the Time being shall be hired and employed by the said Copartners in the said Parts beyond the Seas, where none of the said Copartners, except the said F. J. is to reside, shall and will out of his own proper, private and particular Estate, and not out of the said Account, over and above the Payments and Allowances by him to be paid and allowed, as aforesaid, well and truly pay and allow yearly, during the said Copartnership, unto the said Joint Account, the Sum of, &c. of lawful Money of *Great Britain*, to be paid altogether at the End of this Copartnership, or at the Decease of the said R. C. in case he shall happen to decease before the End thereof: **Provided always**, and it is further covenanted, granted, concluded and agreed by and between the said Parties to these Presents, and every of them, by and for himself, his Executors and Administrators, covenanteth and granteth to and with each of the others, his Executors and Administrators, by these Presents, severally and respectively, that in case any of the said Copartners shall happen to decease before the Expiration of the said Term of five Years, and within three Months next after the Account shall be agreed upon and ballanced between the said Copartners or Survivors of them; That then the Survivor or Survivors of them the said Parties, in full of the Part and Proportion of him or them so dying, in the said Stock of 10,000*l.* and the Gains, Benefit and Increase thereby then gotten and arisen (Money lent to the Joint Account excepted) shall and will only be liable to pay, and shall and will pay unto the Executors or Administrators of the Party so deceasing, within the said Term of five Years, and within three Months after Ballance of the said Account (the said Executors or Administrators first making good to the said Joint Account the Charge of him so deceased) so much lawful Money of *Great Britain*, as by the said last Ballance of Account (then before made up and agreed upon between the said Copartners) shall be due and coming to such of them the said Copartners respectively dying, as aforesaid, within six Months after such Decease (the said Executors or Administrators respectively thereout allowing and abating to the surviving Copartners, for and towards the Losses that may happen to the said surviving Copartners by desperate and bad Debts due to the said Joint Account, so many times Thirty Pounds of lawful Money of *Great Britain*, as half Years or six Months of the aforesaid Term of five Years shall remain unexpired at the Time of such Decease); **And further**, That in Case any of the said Copartners shall decease before the End or Expiration of the said Term of five Years, and full three Months after Ballance of Accounts, as aforesaid, That then the Part of him or them so dying shall run on upon Account, and be employed by the surviving Copartners in the said Joint Trade, until the next ensuing Time agreed by these Presents for the ballancing of the said Account. And that the surviving Copartners in the full of the Portion, Part and Share of him or them so dying, of, in and to the said Joint Stock of 10,000*l.* and the Benefit and Increase thereby then gotten and arisen (Money lent to the said Joint Account excepted) shall and will only be liable to pay, and shall pay upon such Decease within six Months after the Account ballanced and made up, unto the Executors or Administrators of such of them the said Copartners, dying within the said Term of five Years and full three Months after Ballance of Account (the same Executors or Administrators first making good to the said Joint Account the Charge of him or them respectively deceased) so much lawful Money of *Great Britain*, as by the said next Ballance of Account, to be made up by the Survivors of them the said Copartners, shall justly and truly appear to be due and coming to such of them the said Copartners so deceasing, as fully as if the Parties were living; the said Executors and Administrators respectively thereout allowing unto the said surviving Copartners, for and towards the Losses that may happen to the said surviving Copartners

Copartnership.

partners by desperate and bad Debts due to the said Joint Account, so many Times thirty Pounds of lawful Money of *Great Britain*, as half Years or six Months of the said Term of five Years, shall remain unexpired at the Time of such Decease. **And also**, that such of them the said Copartners as shall survive, shall and will save and keep harmless and indemnified, the Executors or Administrators of such of the said Parties as shall so decease, of and from all Bonds, Bills, Debts and Engagements, wherein and for which the Party so deceasing, at the Time of his Decease stood bound or engaged by Virtue of this Copartnership. **And** it is further covenanted, concluded and agreed, by and between all the said Parties to these Presents, and each and every of them, by and for himself, his Executors and Administrators, covenanteth and agreeth, to and with the other of them, his Executors and Administrators respectively, by these Presents, in Manner and Form following, (that is to say) that if any one of them the said Parties shall decease, as aforesaid, within the said Term of five Years, (Satisfaction for his Stock, Part and Share, being made as aforesaid) that then the remaining Stock with all other the Joint Trade and Account shall run on and continue during the Residue of the said Term of five Years, by and between the Survivors of them the said Copartners, and each of them, to have a ratable Part and Proportion of the same, and of all Gain and Loss thereby arising: **And further**, That at the End and Expiration of the said Copartnership and Term of five Years, or within three Months next ensuing, the said Copartners, being all living, or the Survivors, in Case any of them shall be deceased, shall and will meet and come together, and adjust and make a true and perfect Account, at or in the Dwelling-House of the said *J. F.* for the Time being, or where for the Time being the said Joint Trade shall be chiefly used here in *England*, by and between all the said Parties or the Sureries of them, as well for and concerning all their several Dealings and Charges for and about the said Joint Trade and Account of all such Money, Wares, Goods, Merchandizes and Debts, that then shall be due, owing or appertaining to the said Joint Trade and Account, and unto them the said Parties, by Reason thereof, as of, for and concerning all and every the Gains, Losses, Profits or Charges, of or by the said Joint Trade, arising, growing, happened or sustained, in such particular Manner, as it may appear what the true State of the same then shall be; and what Proportion, and how much to every of them the said Parties shall be then due, belonging or appertaining; and shall and will also within the said Time or Space of three Months next ensuing the Expiration of this Copartnership, by equal Lots or other Dividends, divide all Cloths, Wares and Merchandizes between them, then remaining unfold or undisposed of: **And** that immediately, and with all convenient Speed then afterwards, all and every Debts and Sums of Money due by the said Joint Account, or by them the said Parties, by Reason thereof, shall be duly paid, satisfied and discharged, or otherwise equally secured by the Bonds of them the said Copartners or Survivors of them, in Case the said Debts cannot conveniently be paid within the Time aforesaid. **And** as for and concerning the Remainder of the said Stock of 10,000*l.* and all Gains, Profits and Advantage by the Stock accruing, whether the same shall consist in Debts or ready Money, or both, (the Money lent and added to the said Stock by any of the said Copartners, with the Interest thereof then due, being first paid and satisfied) the said remaining Money or Debts being divided into equal Parts and Portions, according to the Number of the said Copartners then living, the same shall by Lots cast, or some other Way as they shall agree upon, be distributed to the said Copartners, or to such of them as shall be then living, whereby each may have an equal Part or Share of the said Stock, and of all Gain and Profit thereby obtained: **And also**, That every of the said Parties, his Executors and Administrators, for the better Recovery of such Debts and Sums of Money, as at the End and Determination of the said Term of five Years shall be due and owing, by Reason or Means of the said Copartnership, and as shall happen or fortune to be allotted and divided for and towards the Parts and Portions of each of them, shall and will at any Time upon reasonable Request, and at the Costs and Charges of such of them to whom such Debts shall be allotted as aforesaid, make or cause to be made unto him or them such sufficient Letter and Letters of Attorney, for and touching the Recovery and Receipt of the said Debt or Debts, and every Part thereof, to and for the only Use and Behoof of him or them, to whom the same shall be so allotted, and divided as aforesaid, as shall by the said Parties to whom such Debts are allotted, or their Executors or Administrators, or their Counsel learned in the Law, be reasonably devised, advised or required. **And** it is expressly condescended and granted by and between all the said Parties to these Presents, and each of them, by and for himself, his Executors and Administrators, doth covenant and grant to and with each and every of the other of them, his Executors and Administrators, by these Presents, in Manner and Form following, (that is to say) That no Right of Survivorship shall take Place or Effect, or be put in Use, in or for any Matter or Thing, touching or concerning this Joint Trade against any of them, or any of their Executors or Administrators, but that it shall and may be lawful to and for any of the said Parties to leave, devise and bequeath in and by his Last Will and Testament, all his said Part, Portion and Share, of

and in the said Stock and Gains according to such Dividend, as is aforesaid, and the true Intent and Meaning of these Presents: **And moreover**, That if any Ambiguity, Doubt, Question or Controversy at any Time hereafter shall happen, arise or grow between the said Parties, his or their Executors or Administrators, or any of them, for, touching or concerning the said Copartnership, or any Matter or Thing in these Presents contained, or otherwise howsoever touching the same, then and so often each and every of the said Parties, his Executors and Administrators, for his and their Parts, upon Request to each of them, his and their Executors or Administrators, to be made by the Party or Parties grieved, shall and will from Time to Time commit the Hearing and Deciding of such Ambiguity, Doubt, Question or Controversy, to such indifferent Men, being Merchant-Adventurers, as shall be named by the said Parties, (that is to say) each of them to name one, and shall and will stand to and abide such Order and Determination therein, as by such Men shall be made and set down in Writing under their Hands and Seals, within one Month next after any such Doubt or Controversy so to them made known and referred. **And further**, it is concluded and agreed by and between the said Parties to these Presents, and their true Intent and Meaning is, That none of the said Parties, nor the Executors or Administrators of any of them, shall at any Time or Times be charged or chargeable by Virtue of these Presents, further than for his own proper Offence or Breach of Covenant, and not for the Offence or Breach of Covenant of any other of the said Parties, his Executors or Administrators, any Thing before mentioned notwithstanding. **And lastly**, it is agreed, That none of them the said Parties, nor any of their Executors or Administrators, shall or will at any Time or Times hereafter, make, do, commit or omit to do any Act, Deed or Device whatsoever, with an Intent to defeat or make void, in Part or in all, the true Intent and Meaning of these Presents. **In Witness, &c.**

An Indenture on Separation of Copartners.

THIS Indenture made, &c. Between R. C. of the one Part, and J. F. of the other Part: **Whereas** the said Parties to these Presents have been of late Copartners together in the Trade of, &c. and by Reason of the said Joint Trade and Dealing, divers Debts have become and are due and owing unto the said R. C. and J. F. for divers Goods and Wares; and also the said R. C. and J. F. are and stand engaged for divers Sums of Money: **And whereas** also the said Parties, for divers good Reasons them moving, have concluded and agreed to put an End to their Joint Trade and Copartnership, and the said R. C. is contented, and has agreed for the Consideration hereafter mentioned, to assign unto the said J. F. all the Debts and Sums of Money which are due and owing unto them the said R. C. and J. F. jointly; and the said J. F. hath likewise agreed and undertaken to discharge and pay all Debts and Sums of Money which they the said R. C. and J. F. do jointly owe to any Person or Persons, for or by Reason of their said Joint Trade or Copartnership: **Now this Indenture witnesseth**, That the said R. C. for the Consideration hereafter in these Presents mentioned, **Doth** grant, assign and set over unto the said J. F. his Executors, Administrators and Assigns, all and singular such Debts and Sums of Money as are owing to him the said R. C. severally or jointly with the said J. F. for or concerning their Joint Trade aforesaid, and all his Right, Title, Interest, Property, Claim and Demand whatsoever, in and to the said Debts or any of them, and also all and singular Bills, Bonds, Specialties and Writings whatsoever, for and concerning the said Debts, and the late Copartnership between them; all which said Debts are mentioned and expressed in a certain Schedule hereunto annexed; **To have, hold** and enjoy all and every the said Debts, Specialties and Writings unto the said J. F. his Executors, Administrators and Assigns, to his and their own proper Use and Behoof, without any Manner of Account therefore to be given to him the said R. C. his Executors, Administrators or Assigns: **And** the said R. C. doth by these Presents give and grant to the said J. F. his Executors, Administrators and Assigns, full Power and Authority to ask, levy, recover and receive in the Name of the said R. C. by all such lawful Ways and Means as shall be thought requisite by the said J. F. his Executors, Administrators or Assigns, all and singular the said Debts and Sums of Money expressed in the said Schedule, for and to the only Use and Behoof of the said J. F. his Executors, Administrators and Assigns without any Account to be made, had or given for the same, or any Part thereof: **And further**, That if the said R. C. or his Assigns, or any Person or Persons by Virtue of any Power or Authority derived from him or them, have at any Time heretofore received, released or discharged any of the said Debts or Sums of Money mentioned in the Schedule (other than such Sums of Money as have been released by the Consent of the said J. F.) That then upon Notice given by the said J. F. his Executors, Administrators or Assigns, to the said R. C. his, &c. he the said R. C. his Executors or Administrators, shall within twenty Days next after such Notice given to the said R. C. or his, &c. satisfy and recompense the said J. F. or his, &c.

Ec. for the same, without Fraud or Covin : **And** that he the said *R. C.* his Executors or Administrators, shall not at any Time or Times hereafter willingly do or suffer any Act or Thing to hinder, let or disturb him the said *J. F.* his Executors, Administrators or Assigns, in the Recovery, getting in or obtaining the said Debts, or any of them : **And moreover,** That he the said *R. C.* his Executors and Administrators, shall and will upon reasonable Request to him or them made by the said *J. F.* his Executors, Administrators or Assigns, make, seal and deliver to him or them, such other sufficient Letter or Letters of Attorney, for the Recovery and getting in of the said Debts and Sums of Money, as by the said *J. F.* his Executors, Administrators or Assigns, or his or their Counsel learned in the Law, shall be reasonably devised, advised or required. **In Consideration** whereof the said *J. F.* for himself, his Executors and Administrators, **Doth** covenant, promise and grant to and with the said *R. C.* his Executors and Administrators in Manner and Form following, (that is to say) That he the said *J. F.* his Executors or Administrators, shall and will, at or before the, *Ec.* procure and obtain, to and for the said *R. C.* his Executors or Administrators, sufficient general Releases and other Discharges in Law, from all Creditors, whose Names are in the Schedule hereunto annexed : **And also,** That he the said *J. F.* his Executors or Administrators shall and will at all Times for ever hereafter, save and keep harmless and indemnified the said *R. C.* his Executors and Administrators, against all and every Person and Persons whatsoever, to whom they the said *R. C.* and *J. F.* or either of them, are indebted, touching or concerning the said Copartnership ; and of and from all Actions, Suits, Costs, Damages, Charges, Judgments, Executions and Demands whatsoever, which shall at any Time hereafter arise and come against the said *R. C.* his Executors or Administrators, or any of his or their Lands, Tenements, Goods or Chattels, or any Part thereof, for or by Reason of any Debts or Sums of Money owing, or for or by Reason of any Bill, Bond, Specialty, Promise or Contract touching the said Copartnership. **In Witness,** &c.

Note. A Schedule of the Creditors Names is to be hereunto annexed, as above is mentioned.

A Copartnership between two of several Trades, where each several Party's Industry used in his several Trade, the Gain is to redound to both Parties Benefits.

THIS Indenture, &c. Witnesseth, That it is covenanted, granted and agreed, between the said Parties to these Presents, That they two, according to the Intent and Tenor of these Presents, and not otherwise, shall be and continue Joint Occupiers and Copartners in both the several Trades or Occupings, which they the said *A.* and *B.* do now severally use and occupy, as well within the Realm, as also by any Course of Merchandizes elsewhere out of the Realm, from the first Day of *N.* next coming, for and during the Term of eleven Years, from thence, *Ec.* and fully to be compleat, if the said *A.* and *B.* shall so long live, and the same their Copartnership shall not in the mean Time discontinue, break off or give over, unless it shall be by the Assent of both the said Parties, or for some just Cause to be given by either of the said Parties, contrary to the true Meaning of these Presents : **And** for the carrying on, maintaining and continuing the said Joint Occupying and Copartnership between the said Parties, interchangeably in their several Trades aforesaid, the same Parties have agreed to lay down and make their Stocks together, to the full Sum of 1600*l.* of, *Ec.* whereof the said *A.* shall employ in his Trade 800*l.* of the same Money, and the said *B.* shall employ in his Trade the other 800*l.* Residue of their Stock of 1600*l.* for and during the said Joint Occupying and Copartnership, unless it shall be otherwise agreed between the said Parties. **And** to the making of the said Stocks each of the said Parties shall put in thereunto 400*l.* a-piece, at or before the first Day of *N.* next coming, and the other 400*l.* a-piece, at or before the 21st of *M.* next coming : **And** the said *A. B.* for him, *Ec.* covenanteth, *Ec.* with the said *C. Ec.* in Form, *Ec.* That he the said *A. B.* shall truly and faithfully, to the best of his Wit, Knowledge and Power, employ himself in and about the necessary Use and Maintenance of that Trade which he now useth ; and therein in Form aforesaid, shall employ the Stock aforesaid thereunto limited, for the common and equal Gain and Advantage of the said Copartners, without any Fraud or Covin : **And also,** That he the said *A.* shall from Time to Time make and keep, or cause to be, *Ec.* truly and faithfully, a good and perfect Account and Reckoning in Writing, fair and legible, written in convenient Book or Books for that Use to be provided, of all the said Trade and Doings of the said *A. B.* in the Copartnership aforesaid : **And** that the said *C. D.* and his Assigns, from Time to Time, upon Request, shall and may peruse, see and cast over the said Books, and the Accounts and Reckonings which shall be contained therein : **And also,** That he the said *A. B.* or his sufficient Deputy, from six Months to six Months, once in every six Months, so long as the said Copartnership shall endure (if he be thereunto required) shall make and give

give unto the said C. or to his Assigns, a true, perfect and whole Account in Writing, of all and every such Sum or Sums of Money, and of all Wares and Merchandizes as the said A. or his Assigns, within the Compass of the said Account, shall have had or received in his said Trade of the said Joint Occupying and Copartnership; and also of all Sums of Money, Wares and Merchandizes whatsoever, within that Time, the said A. or his Assigns, shall have paid or delivered, for and touching his Trade and Copartnership in any Thing. **And** the said C. D. for him, &c. covenanteth, &c. *in Form as A. before with him hath covenanted verbatim, &c.* **And** the said Copartners, for themselves, their Executors, Administrators, Factors and Assigns, and every of them, hath covenanted and agreed, and by these Presents do covenant and agree together, that they the said A. and B. severally, and their several Executors and Administrators shall have a several Right and Interest in the said Stock of 1600 l. and every other Sum of Money, which the said Copartners shall put into the said Stocks, or either of them, and in all Things which shall come and grow thereof, according to the several Sums of Money which they shall put into the same Stocks, or any of them, and in none other Manner in any wise, (that is to say,) every of the same A. and B. severally, and their several Executors and Administrators, shall have a several Right and Interest, either Party to one several Moiety and half Part of all the said Stocks, and in and to all Things which shall come or grow thereof; and after the same Rate and Order shall have their several Parts and Portions of all the Gains and Increase of the same Stocks, and of all Things which shall arise or grow thereof, and of every other Stock to be put into the said Copartnership, by the same Copartners; and after the same Rate, and in the same Manner, shall bear their reasonable Parts and Portions of all Charges, Losses and Adventures whatsoever, to grow in the said Trade or Joint Occupying. **Provided always**, that it shall not be lawful to either of the said Copartners, their several Factors or Assigns, in their several Trades aforesaid, at any Time during the said Copartnership in any Manner of wise, to charge the Stock or Stocks of this Copartnership, or his Copartner, with any Sum or Sums of Money or other Charges, over and above the said partable Stocks, unless it be by a full Consent thereunto, hereafter to be given by the said Partners, which Consent shall be contained and written in some Book of their Account, whereunto for that Purpose, and under that Place in the same Book, where the same Consent shall be written down, they both shall subscribe their Names with their own Hands. **Provided also**, and it is further covenanted, bargained and agreed, by and between the said Copartners, &c. in Manner and Form following, *viz.* That if it shall happen, either of the said Copartners to decease within the Time of their said Copartnership, or before the Accounts thereof shall be finished and cleared between them, that then in such Case the Survivor of them shall procure, and cause with all his Power and Diligence, to make and yield, or cause, &c. to the Executors, Administrators or Assigns of his Copartner, so deceased, as aforesaid, a plain, true and perfect Account of the said Stock and Gains thereof, then remaining with or towards the said Copartner which shall fortune to survive, of the said partable Trade by him used; and thereof shall allot and allow to the said Executors, Administrators or Assigns, of his deceased Copartner, the whole Part and Portion of all the said Stock and Gains, with or towards the same Survivor in his said Trade remaining, which to the same Copartner deceased, in Right and Equity after the true Meaning of these Presents, then at his Decease shall be belonging: **And** that thereupon the same Survivor shall do his best Endeavour to call in and gather all Debts abroad, and which were owing to the said Copartners, in and by the said partable Trade used by the same Survivor at the Time of the Decease of his said Copartner, and as the same, or any Part thereof, shall or may be had and received, without Suit, shall make Payment of one Moiety thereof, to the Executors, Administrators or Assigns of the said Copartner deceased, taking Allowance out of the same only of one Moiety of such Debts as the said Copartners did owe in the said partable Trade used by the said Survivor, and were unpaid at the Time of the Decease of the Copartner so first deceasing: **And** that the said Survivor, if it be required of him, for the Residue of all Debts whatsoever owing to the said Copartners, of or by the said partable Trade used by the same Survivor, whereof the said Executors, Administrators or Assigns of the said Copartner deceased, shall not before have had and received his Moiety, shall make and deliver to the same Executors, Administrators or Assigns of the said deceased Copartner, at their proper Costs and Charges, such Conveyance and Assurance of one Moiety thereof, as by the same Executors, Administrators or Assigns, or by any of the learned Counsel of them, or of any of them, shall be reasonably devised, be it by Letter of Attorney, Grant, Agreement, Contract or Covenant, or otherwise by any reasonable Means not repugnant to the Laws of this Realm; **And moreover**, That then likewise the Executors, Administrators or Assigns of the said Copartner so deceased, as aforesaid, for all the Stock limited to the Trade and Occupying of the said Copartner so deceasing, and for all the Gains thereof, shall make a plain, true and perfect Account of and for the same, to and with the said Copartner surviving, or his Assigns, and thereof shall allot and allow to the said

said Survivor and his Assigns, the whole Part and Portion, which after the true Meaning of these Presents shall be coming towards the same Survivor, of all the Stock and Gain thereof aforesaid, put into the Hands of his Coparcener deceased: **And** that thereupon also the Executors, Administrators and Assigns of the said Coparcener deceased, shall do their best Endeavour to call in and gather all Debts abroad, which were owing to the said Coparceners, at the Time of the Decease of the same Coparcener so first deceasing, and which may be gotten without Suit, and as the same, or any Part thereof, shall be had or gotten without Suit, shall make Payment of one Moiety thereof to the said Coparcener surviving, or to his Assigns; and that for the raising of such Debts as shall be coming to the said partable Trade and Stock, occupied and used by the said Coparcener so first deceasing, that the Executors and Administrators of the same Coparcener so first deceased, shall have one Moiety thereof; and the Coparcener and his Assigns surviving, the other Moiety thereof: **Provided always**, That all such Debts as the same Coparceners did owe out of the said Stock and Trade, occupied and used by the said Coparcener first deceasing, shall be deducted and born by and out of the same Stock and Debts owing and coming thereunto; and that the said Survivor, for Recovery of the one Moiety of the same Debts, shall make such Conveyance and Assurance to the Executors, Administrators or Assigns of the said Coparcener first deceasing, at their Charges and Expences, as the same Executors, &c. or their learned Counsel, &c. shall devise, not repugnant to the Laws of this Realm, and according to the true Meaning of these Presents: **To all** and singular which said Covenants, Articles, Conditions and Agreements, for the several Parts of the said A. and B. their Executors, Administrators, Factors and Assigns, well and truly to be performed, holden and kept, according to the very Intent and true Meaning of these present Indentures, each of the same Parties doth bind himself, his Heirs, Executors and Administrators, unto the other of them, in the Sum of 3000*l.* of, &c. to be had and levied, to the Use of his other Coparcener, his Executors and Assigns, of all the Lands, Tenements, Goods and Chattels of such of the same Coparceners, as shall make Default to perform, hold and keep the Covenants, Articles, Conditions and Agreements aforesaid, or any of them, for his Part, to be holden, performed or kept. **In Witness, &c.**

A Copartnership where one alone is bound to follow the Trade.

THIS Indenture, &c. Between W. B. Citizen and M. &c. of the one Part, and E. G. Citizen and Cl. &c. of the other Part, **Witnesseth**, That the said W. B. and E. G. of the mutual Credit and faithful Confidence that each of them hath reposed in the other, have covenanted, granted, condescended and agreed together, and by these Presents do covenant, &c. at their equal Charges, to make one Stock of, &c. of lawful, &c. at their equal Adventure, and for their common and equal Gain and Loss, to be bestowed, employed, used and occupied, by the Diligence, Discretion and Labour of the said E. G. from Time to Time, in the Trade and Traffick which the said E. G. now useth and exerciseth in that Shop which he now occupieth, situate in B. of L. from the Day of the Date of these Presents, by and during all the Term of five whole Years, from thence next following. **And** the said E. G. doth hereby acknowledge, that he, at and before the Ensealing and Delivery of these Presents, hath had and received of the said W. B. the Sum of, &c. for the full Part of the said W. to the making [of] the Stock aforesaid, and thereof is fully and plainly satisfied and possessed. **And also**, the said E. G. doth covenant and promise, to and with the said W. B. by these Presents, that he the said E. shall not only immediately and presently put in one other 100*l.* of, &c. to make up the said Stock to the full Sum of, &c. but also according to his Health and Ability, from Time to Time, during the said Partnership, shall employ his Labour, Knowledge and Diligence, to bestow the said Stock in his said Trade, and therein use and occupy the same, for the common and equal Profit of himself and the said W. B. without Fraud or Covin, in Manner and Form, as aforesaid: **Provided always**, and it is agreed between the said Parties, for themselves, their Executors and Administrators, by these Presents, That if it do fortune either of them to decease, during the said Term of their Partnership, (their said Stock and Increase thereof, or any Part or Parcel thereof, or any Debts to be to them owing, or by them owing by Means thereof, not being severed nor divided) that yet notwithstanding the Survivor of them shall have only an Interest and Right to the Moiety and one Half of the said Stock, Increase and Debts owing to the said Partners, and no more; and upon Account, to be charged only with the Moiety of the said Debts by the said Partners (in Respect of the said Partnership only) to be owing out of their Stock aforesaid; any Thing to the contrary, &c. **And** the said E. G. covenanteth, &c. That the said E. from Time to Time, upon every reasonable Request, and upon one Month's Fore-warning, shall make and give up to the said W. or to his Deputy or Attorney, a plain and true Account

count in Writing of all the said Stock, and of all the Increase and Gains thereof, together with all Losses grown of the same, and shall then immediately make a true and equal Division and Payment to the said *W. B.* if it be required, of all his Part of the Gains and Increase aforesaid, according to the true Meaning of these Presents; And that if it do happen the said *E. G.* at any Time during the said Term of five Years, to depart this present Life, or at any Time after, before the clear ending and finishing of the Account of the Premises, and full Payment had, and Partition made of all Things put in the said Partnership, or arising thereof, that then the Executors or Administrators of the said *E. G.* shall make a full and perfect Account, and ready Payment and Delivery to the said *W.* his Executors or Administrators, or to his or their lawful Deputy or Attorney, as well of all that Part of the said Stock to the said *W.* or to his Executors or Administrators, (according to the true Meaning of these Presents) apart, as also of the Moiety, and one half of all Increase, Lucre, Gains and Advantages, grown of or from the said Stock, and that to be done within the Space of two Months next after the Decease of the said *E. G.* without any further Delay, &c.

An Indenture for the Division of Stock, &c. after a Partnership determined, well penn'd.

THIS Indenture, &c. Between *W. L.* Citizen, and *G. of L.* of the one Part, and *T. H.* Citizen, and *H. of L.* of the other Part: Whereas the said Parties, for certain Years now past, have had, held, and occupied a partable Stock, and have been and continued Copartners and Parting-fellows in the Trade of buying, selling and retailing of Linen-Cloth, and other Merchandizes, and now have clearly resolved and agreed together from henceforth absolutely, to all Intents, to dissolve, determine, break off, and end the said Copartnership, of and in the Premises; and have further concluded clearly to divide the said partable Stock, and all Debts and Credits thereof and thereby growing, arising and being; and furthermore, each of them to hold and retain in several Parr, Purpart, and Portion, to and by himself in Severalty, to his own sole Use and Profit, and not in common: Now this Indenture witnesseth, That it is therefore covenanted and agreed by and between the said Parties to these Presents, and each of them for himself, his Heirs, Executors and Administrators, Doth covenant and grant to and with the other of them, his Executors and Administrators, by these Presents, in Manner and Form following, that is to say, That the said Copartnership and Joint Trading, and all other Partnerships and Joint Trading now or at any Time before the Date of these Presents had, used or exercised between the said Parties to these Presents, do and shall from henceforth immediately cease, determine, and clearly end, and have no further Continuance or Being, to any Effect or Purpose whatsoever; any Covenant or Covenants, or other Matter, Agreement, Composition, Promise or Thing, to the contrary thereof, had, made, concluded, or promised, in any wise notwithstanding: And that all such former Covenants, Promises, and Agreements, as are passed or made, by or between the said Parties, touching any further Continuance or Prolonging of any such Partnership or Partnerships, to be had or holden between the said Parties, shall by Virtue of these Presents be deemed and adjudged void and of no Effect. And also it is agreed by and between the said Parties to these Presents, and the said *T. H.* for him, his Heirs, Executors and Administrators, Doth covenant and grant to and with the said *W. L.* his Executors, Administrators and Assigns, that, &c. for his Part of the said partable Stock, and other the Premises, shall take, have and enjoy from henceforth to the sole and proper Use and Behoof of the same *W. L.* his Executors, Administrators and Assigns, all the Linen-Cloth, Wares, Merchandizes, and ready Money whatsoever now remaining in the said Stock of the said Copartnership, or being any Part or Parcel thereof, or accepted or taken as Part, Parcel or Member thereof, which by Estimation is now rated and valued to the Sum of 1714 *l.* 10 *s.* and the same and every Part thereof to be, remain, and continue from henceforth, to the same *W. L.* his Executors, Administrators and Assigns, discharged and acquitted, or else upon reasonable Request, sufficiently saved harmless by the said *T. H.* his Executors and Administrators, or some of them, of, for, and from all Manner of Interests, Judgments, Charges, Forfeitures, Titles and Incumbrances had, made or suffered, or to be had, made or suffered by the said *T. H.* his Executors or Administrators, or by any of them, or by any other in his Right or Title, or lawfully claiming in, from, by or under him or them, or any of them. And the said *T. H.* doth by these Presents absolutely and clearly grant, assign, release and put over to the said *W. L.* his Executors and Assigns, all the Right, Interest, and Demand of him the same *T.* of, in, and to the said Linen-Cloth, Wares, Merchandizes, and ready Money whatsoever, and of, in, and to every Part thereof. And moreover it is covenanted, granted and agreed, by and between the said Parties to these Presents, and the said *W. L.* for him, his Heirs, Executors and Administrators, doth covenant and grant to and

with the said *T. H.* his Executors and Administrators, by these Presents, that the said *T. H.* for his Part of the said partable Stock, and other the Premises, shall take, have and enjoy, to his own proper Use and Behoof for ever, without any Let, Suit, Disturbance or Interruption of the said *W. L.* his Executors or Administrators, or any other, lawfully claiming from, by, or under him, all and every such Debts and Sums of Money, which are now due or owing, or to be paid to the said Copartners, jointly, by Reason or Means of their said Copartnership, as are particularly mentioned or expressed in a Schedule indented, to these Presents annexed; together with all Bills, Bonds, Obligations, and Specialties only concerning the same Debts, or any of them. And the said *W. L.* doth by these Presents clearly (what in him lieth) release and put over to the said *T. H.* his Executors and Assigns, all the Right, Title, and Demand of him the said *W.* of, in and to all and every the said Debts, in the said Schedule expressed, and of, in and to the said Bills and Specialties, only touching and concerning the same or any of them; And also the said *W. L.* for him, his Heirs, Executors and Administrators doth covenant and grant to and with the said *T. H.* his Executors, Administrators, and Assigns, and every of them, by these Presents, in Form following; that is to say, that he the said *W. L.* his Executors and Administrators, having and enjoying the said Linen-Cloth, Wares, Merchandizes and ready Money, as aforesaid, according to the said Allotment, and to the true Meaning of these Presents, shall and will, from Time to Time, permit and suffer, that the said *T. H.* his Executors and Administrators, to his and their own Use, shall and may demand, require, collect, receive, gather and levy, by all lawful Ways and Means, all and every the said Debts in the said Schedule expressed or mentioned, and every Part thereof, without any Let, Denial or Gain-saying of the said *W. L.* his Executors or Administrators, or any of them, and the same shall and may retain and hold to his and their proper Use, without any Account or Reckoning thereof, or of any Part thereof to be made or rendered to the same *W. L.* his Executors and Administrators, or to any of them; and that any Action or Actions, Suit or Suits, for the Recovery of the said Debts in the said Schedule expressed, or any of them, may be brought and pursued by, and at the Costs and Charges of the said *T. H.* his Executors and Administrators, in the Name or Names of the said *W. L.* and *T. H.* their Executors or Administrators, or any of them, without any Discharge, Revocation, or stay of the said Actions or Suits, or any of them, to be caused or committed by the said *W. L.* his Executors or Administrators, or any of them, without the Consent of the said *T. H.* his Executors or Administrators, or some of them, so as the said *T. H.* his Executors or Administrators, or some of them, shall from Time to Time, upon reasonable Request and Notice, save and keep harmless the said *W. L.* his Executors or Administrators, and every of them, for and concerning all Losses, Costs and Damages which he the same *W.* his Executors or Administrators, shall sustain or be at, *bona fide*, without Fraud or Covin, by Occasion or Means of any such Action or Suit, prosecuted in his or their Name, by the said *T.* his Executors and Administrators, or by any of them; And that he the said *W. L.* hath not heretofore, nor that he, his Executors or Administrators hereafter, shall not receive, acquit, release, or discharge the said Debts in the said Schedule expressed, or any of them, unless it be by the special Consent and Agreement of the said *T.* his Executors or Administrators, first in that Behalf obtained and had, or unless he the same *W. L.* his Executors or Administrators shall truly pay to the said *T. H.* his Executors and Administrators, any such Sum or Sums so by him the said *W. L.* to be received of the same Debts, within forty Days next after such Receipt so thereof by him to be made; And if the same *W.* his Executors or Administrators, shall hereafter acquit or discharge any of the said Debts in the said Schedule expressed, without such Consent and Agreement of the said *T.* his Executors and Administrators as aforesaid, that then the said *W.* his Executors or Administrators, within six Weeks next after such Release or Discharge of any of the said Debts in the said Schedule expressed, shall and will well and truly pay, content and satisfy, or cause to be paid, contented and satisfied, at, &c. to the said *T.* his Executors or Administrators, all and every such Debt or Debts in the said Schedule expressed, which he the said *W.* his Executors and Administrators shall so release or discharge, as aforesaid, without any Manner of Fraud or Covin. And the said *W. L.* for him, his Executors and Administrators, doth covenant and grant to and with the said *T. H.* his Executors and Assigns, by these Presents, that he the said *W. L.* his Executors or Administrators, shall and will well and truly content and satisfy to and among the Creditors of the said *W.* and *T.* in respect of their said Copartnership or Joint-Occupying, the Sum of 743*l.* 4*s.* of lawful Money of, &c. toward the Payment and Satisfaction of such Debts and Sums of Money, as to the said Creditors are due and owing out of or in Respect of the said partable Stock, Copartnership or Joint-Occupying. And also the said *T. H.* for him, his Heirs, Executors and Administrators, doth covenant and grant to and with the said *W. L.* his Executors, Administrators and Assigns, by these Presents, that he the said *T.* his Executors or Administrators, shall and will well and truly content and satisfy to and among the said Creditors,

ditors, towards the Payment and Satisfaction of such Debts and Sums of Money as to the said Creditors are due and owing, out of or in Respect of the said partable Stock, &c. the Sum of 492 l. 18 s. of, &c. in Form following, viz. 400 l. thereof out of the first Receipts by him the said T. his Executor or Assigns, of the Debts in the Schedule expressed, if so much may be levied, gathered and had, in and before the first Day of, &c. next ensuing; and in Default thereof, then the Sum of 400 l. to be paid at or before the last Day of, &c. next coming at the farthest, and 92 l. 18 s. Residue, and in full Payment of the said Sum of 492 l. 18 s. at or before the Feast of, &c. next ensuing the Date of these Presents. And it is also concluded and agreed, by and between the said Parties to these Presents, and each of the said Parties severally for him, his Heirs, Executors and Administrators, doth covenant and grant to and with the other of them, his Executors and Administrators, by these Presents, That if any private Debt, Charge, or Cause of Action, be growing or depending, by Reason or Occasion of the said Copartnership, unto which the said Copartners are of Right liable and subject, other than and except such known Debts as are specified or mentioned to be owing in their common Book, that then and in all such Cases, such of the said Parties to these Presents, in whose Default or by whose Act or Procurement such Debt or Charge hath grown, shall within Time convenient satisfy and pay the same, and thereof discharge and save harmless the other of the said Parties, his Executors and Administrators. And moreover it is agreed, That if any Manner of Variance, or Cause of Suir, at any Time or Times hereafter do or shall happen to grow, arise, or be given between the Parties, or the Executors or Administrators of them, or either of them, by, for or upon any Covenant, Matter, or Thing, in these Presents expressed or mentioned, or of, for upon or in Respect of the said Copartnership or Joint Trading in any wise, that then and so often the Party in that Behalf grieved shall thereof make Declaration to T. N. Grocer, and J. C. Mercer, Cit. of L. unto whose Order and Judgment for and touching the Premises, or any Part thereof, from Time to Time, the said Parties, and each of them, for their several Parts and for their several Executors and Administrators, do wholly submit themselves by these Presents, so always as their Order and Judgment be thereof, or of any Part or Parts thereof, made and given up in Writing indented under their Hands and Seals, within three Months next after such Declaration to them made as aforesaid, and that during such three Months, from Time to Time, or at any Time, neither of the said Parties, their Executors or Administrators, shall directly or indirectly bring or pursue any Suit or Action against the other of them touching the Premises. And they the said Parties, and their several Executors and Administrators, on their several Parts and Behalves, and every of them for his own Part, shall stand to, obey, abide and perform all and every such Order and Judgment as the said T. N. and J. C. shall within such Time, as aforesaid, make and give up, as aforesaid, for and touching the Premises, or any Part thereof. In Witness, &c.

A Relinquishment of a Man's Estate or Interest in a Copartnership.

THIS Indenture, made, &c. **Between** A. B. of the one Part, and C. D. and E. F. of the other Part, **Witnesseth**, **That whereas** the said A. B. C. D. and E. F. together with one L. M. have heretofore dealt together as Copartners in Trading of Merchants, as well on this Side the Seas, as in Parts beyond the Seas; and by their Trading together, many Goods, Wares and Debts are come and grown unto them both here in *England*, and in Parts beyond the Seas, wherein every one of them hath an Interest according to their Agreement made between them: and likewise they the said Parties are become indebted to divers other Persons in divers Sums of Money concerning their Trafficks aforesaid: **And whereas** also the said A. B. upon good Considerations him moving, and especially for and in Consideration of a certain competent Sum of Money to him at or before the Ensealing hereof, by the above named C. D. and E. F. in hand paid, whereof and wherewith he the said A. B. acknowledgeth himself to be well and truly satisfied and contented by these Presents, is contented and agreed, and by these Presents doth consent and agree to sever himself from the Trading and Dealing together with the said C. D. E. F. and L. M. **And** also doth by these Presents, for the Considerations aforesaid, grant, assign and set over unto the said C. D. and E. F. all such Right, Title, Property and Interest whatsoever, which he the said A. B. hath, should or ought to have of, in and to all and singular such Goods, Wares, Merchandizes and Debts, as are mentioned and expressed, in and by the Ballance of an Account subscribed with the Hand of the said A. B. bearing Date the tenth Day of J. now last past, and delivered to the said C. D. and E. F. **And** the said A. B. for him, his Heirs, Executors and Administrators, doth covenant, promise and grant to and with the said C. D. and E. F. and each of them, their Executors and Administrators by these Presents, in-Manner and Form, &c. That the said Account, according to the Tenor of the aforesaid Ballance,

Ballance, is just and true; and that he the said *A. B.* at any Time heretofore hath not received, released or discharged, and that he the said *A. B.* his Heirs, Executors or Administrators, at any Time hereafter shall not receive, release, acquit or discharge any of the Goods or Debts, mentioned in the said Account, nor any Part thereof, nor do any Act, Deed or Thing, to let or hinder the said *C. D.* and *E. F.* or either of them, of, or in the having, recovering, receiving, or enjoying of the same, or any of them, or any Part thereof, without the Consent and Agreement of the said *C. D.* and *E. F.* their Executors and Assigns in Writing first had and obtained in that Behalf; but shall and will permit and suffer the said *C. D.* and *E. F.* their Executors or Administrators, to have, take, recover, receive and enjoy to their own proper Use, the same Goods and Debts, and every of them, and every Part thereof, without any Account to be yielded or made for the same, or any Part thereof, to the said *A. B.* his Executors or Administrators; **And** that the said *A. B.* shall and will (if need require) upon reasonable Request to him made by the said *C. D.* and *E. F.* or either of them, their Executors or Administrators, further and help them in the Recovery and Obtaining of the said Goods and Debts, at the Costs and Charges of the said *C. D.* and *E. F.* their Executors, &c. **And** the said *C. D.* and *E. F.* for themselves jointly and severally, and for their joint and several Executors, &c. do covenant, promise and grant to and with the said *A. B.* his Executors and Administrators, by these Presents, That they the said *C. D.* and *E. F.* their Heirs, Executors and Administrators, shall and will at all Times hereafter content and satisfy all the Creditors to whom the said *A. B.* standeth any Manner of Ways charged or indebted, for and concerning any, as well the Affairs and Dealings mentioned and contained in the said Account, as well owing on this side the Seas, as in any Parts beyond the Seas, and of and for the same, and every of them, as also of and for such Part and Portions as doth appertain to the said *L. M.* and likewise of and from all Accounts, Actions, Suits and Demands concerning the said *L. M.* in the Accounts and Affairs aforesaid, shall and will at all Times hereafter save and keep harmless the said *A. B.* his Heirs, Executors and Administrators, and every of them, by these Presents, **In Witness,** &c.

An Indenture, where two Apprentices having taken their Master's Shop covenant with his Executors to gather in his Debts.

THIS Indenture made, &c. **Between** *R. C.* and *C. R.* Executors of *A. B.* &c. of the one Part, and *I. F.* and *F. I.* of the other Part, **Witnesseth**, That the said *R. C.* and *C. R.* in Part of the Performance of the Last Will and Testament of the said *A. B.* and for divers other good Causes and Considerations them hereunto moving, **Have** demised, granted and to Farm let, and by these Presents **Do** demise, grant and to Farm let unto the said *I. F.* and *F. I.* **All that** the Dwelling-house and Shop of the said *A. B.* **To have and to hold** the said, &c. with all and every the Appurtenances to the said *I. F.* and *F. I.* their Executors, Administrators and Assigns, from the Feast-Day of *St. Michael* last past, for, during and until the full End and Term of five Years, fully to be compleat and ended; **Yielding and paying** therefore yearly and every Year during the said Term, unto the said *R. C.* and *C. R.* their, &c. the Sum of forty Pounds of lawful Money of *Great Britain*, at the four most usual Feasts or Terms of the Year, (that is to say, &c.) by even and equal Portions. **And** the said *I. F.* and *F. I.* for themselves jointly and severally, and for their and every of their Executors and Administrators, do by these Presents covenant, promise and agree, to and with the said *R. C.* and *C. R.* and each of them, their and each of their Executors and Administrators, in Manner and Form following, (that is to say,) that they the said *I. F.* and *F. I.* and each of them, shall endeavour by all lawful Means, without Suit at Law, to the utmost of their Power, to obtain, get in and come by all such Debt and Debts, as were and are still owing, from or by any Person or Persons whatsoever, to the said *A. B.* at the Time of his Decease, for any Wares or Merchandizes which did belong to the said *A. B.* or any otherwise howsoever; **And** that they the said *I. F.* and *F. I.* or one of them, their or one of their Executors or Administrators, shall once in a Month give a true Account of any Sum or Sums of Money by them or either or any of them received in Part or in full of any of the said Debts, to them the said *R. C.* and *C. R.* their Executors or Administrators and thereof shall forthwith make Payment to them the said *R. C.* and *C. R.* or one of them, or one of their Executors or Administrators, without Fraud, Covin or Delay; **And also**, That they the said *I. F.* and *F. I.* or either of them, their or either of their Executors or Administrators or Assigns, shall not take or receive Satisfaction or Payment for any Goods or Wares by them or any of them sold to any Chapman or Customer of the said *A. B.* deceased, before such Chapman or Customer shall have fully satisfied and paid all such Debts as were owing from him or them at the Time of his Decease, to the said *A. B.* all Chapman and Customers

Customers of the said *A. B.* dwelling within the City of *London*, and the Suburbs thereof only excepted. *In Witness, &c. (Covenants to re-enter on Non-payment.)*

Copyhold Precedents.

A Grant of a Stewardship of a Manor.

TO all to whom these Presents shall come, I *J. T.* of, &c. send Greeting. **Know ye,** That I the said *J. T.* for divers good Causes and Considerations me thereunto moving, **Have** for me, my Heirs and Assigns given and granted, and by these Presents **Do** give and grant unto *W. B.* of *L. Gent.* The Office of Chief Steward, and the Place and Execution of the Stewardship of my Manor or Lordship of *B.* in the County of *M.* and the Holding and Keeping of all Courts, Courts-Leet, Views of Frankpledge, and of all other Courts of what Kind or Nature soever the same be, to the said Manor or Lordship belonging or in any wise appertaining; **To have, hold,** execute and enjoy the aforesaid Office of Chief Steward, and the Place and Execution of Chief Stewardship, and the Holding and Keeping of all Manner of Courts, usually held or kept within the same Manor or Lordship, together with all Manner of Fees, Wages, Rewards, Profits, Perquisites, Emoluments and Advantages to the said Office of Chief Steward or Stewardship of the said Manor or Lordship belonging or appertaining, or at any Time heretofore accustomed and used to be paid, rendered to, or received by any the Chief Steward or Stewards there for the Time being, from henceforth for and during the natural Life of him the said *W. B.* (or for and during the good Will and Pleasure of me the said *J. T.* &c.) **In Witness, &c.**

A Deputation of an Under-Stewardship.

THIS Indenture, made, &c. **Between** *W. K.* Esq; Steward of the Honour of *B.* in the County of *H.* and the Manors and Courts thereunto belonging, of the one Part, and *J. H.* of, &c. Gent. of the other Part, **Witnesseth,** That the said *W. K.* hath made, ordained, constituted and appointed, and by these Presents **Doth** make, ordain, constitute and appoint the said *J. H.* his Deputy-Steward of the Honour aforesaid, and the several Manors and Courts thereunto belonging, and by these Presents doth give and grant unto the said *J. H.* the Deputation and Execution of the said Office of Deputy-Steward of the Honour and Manors aforesaid; **To have, hold,** enjoy and exercise the said Office to the said *J. H.* for and during the natural Life of the said *W. K.* together with all Fees, Rewards, Profits, Allowances, Preheminences, Commodities, and Advantages whatsoever, to the said Office in any Manner of Way belonging or appertaining, so long as the said *J. H.* shall have and exercise the said Office, in as large and ample Manner as the same was granted by *G. F.* and *G. P.* by their Indenture bearing Date, &c. to the said *W. K.* (Except the Fee of *5l.* to the said *W. K.* granted by the said Indenture for the Execution of the said Office). **In Witness, &c.**

Another Deputation of an Under-Stewardship:

TO all, &c. *A. B.* &c. sendeth Greeting: **Whereas** *C. D.* for divers good Causes, &c. by his Writing bearing Date, &c. hath appointed and ordained me the said *A. B.* his Steward of his Lordship and Manors of *D.* and *S.* and all Courts of View of Frankpledge and Leets within the Manors aforesaid; **To have, hold,** occupy and exercise the Office aforesaid by me, or my sufficient Deputy or Deputies, for the Term of my Life, with the Fees, Wages, Rewards, &c. to the same Office belonging, or anciently due and accustomed, together with the yearly Fee of *5l.* for the Exercise and Occupying the said Office, as by the said Writing more at large appeareth. **Now know ye,** That I the said *A. B.* have made, ordained, and by these Presents have constituted *R. S.* of, &c. Gent. my Deputy or Under-Steward of the Manors or Lordships aforesaid; **To have, hold,** occupy, possess and exercise the said Office of Deputy-Steward, of me the said *A. B.* for the Term of my natural Life, taking and having yearly, during the said Term, for exercising and occupying the said Office, all Fees, Wages, Rewards and Profits to the same Office belonging, or anciently due or paid, together with the said Annual Rent or Fee of *5l.* granted unto me by *G. F.* &c. fully and wholly, and in as ample and beneficial a Manner and Form, as I now or at any Time heretofore have had, received or used, or accustomed to do, or of Right ought to have had, received, used or done. **In Witness, &c.**

A Deputation of a Steward to take a Surrender, Examine a Feme-Covert, &c.

I **NOW** all Men, That I T. P. Steward by Patent of the Manor of D. in the County of S. Have put, deputed and authorized, and by these Presents Do put, depute and authorize W. B. of, &c. for me and in my Name and Stead, to take one or more Surrender or Surrenders, according to the Custom of the said Manor of D. of and from G. M. of, &c. and S. his Wife, she being first solely and secretly examined touching her Consent thereto, after the usual Manner of Surrenders in the like Cases, of all that Messuage, &c. to the Uses hereafter mentioned, (that is to say,) To the Uses and Behoofs mentioned or declared, or to be mentioned or declared in the last Will and Testament of the said G. M. And for Want of such Mention or Declaration thereof, then to the Use of such Person or Persons, his or their Heirs or Assigns, and under such Provisoos or Limitations as the said G. M. by and with the Consent of the said S. shall by his Deed or Writing under his Hand and Seal, in the Presence of three or more credible Witnesses, declare, limit or appoint. And for want of such Declaration, Limitation or Appointment, then to the Use and Behoof of the said G. M. and S. his Wife, and the Heirs of their two Bodies begotten, and afterwards to the right Heirs of the said S. for ever. And further, I do also give and grant unto my said Deputy, full Power and Authority to do and act in the Premises, all and whatsoever I might or ought to do herein, if I were personally present: Hereby also ratifying and confirming all and whatsoever my said Deputy shall do, or cause to be done in the Premises, by Virtue of these Presents. **In Witness, &c.**

A Warrant to summon a Copyhold-Court.

Manor de N. **W** **H**ereas I have received Directions from Sir R. C. Knt. Lord of the Manor of, &c. to hold a Court-Baron for his Manor of N. within, &c. These are to let you know that I have appointed the Tenth Day of March next, being Thursday, for the holding of the said Court at the House of T. B. Yeoman: And therefore do hereby require you to give Notice of the same, unto all Suitors and Tenants of the said Manor, and to warn and require them and every of them to be there and then present, by nine of the Clock in the Morning; And that also at the Time and Place aforesaid you return a Jury of the Suitors and Tenants of the said Manor, to inquire of such Matters as shall by me be given them in Charge; And hereof you are not to fail. Given under my Hand and Seal, &c.

W. B. Steward.

A Letter of Attorney to enable a Stranger, instead of the Tenant, to surrender a Copyhold Estate into the Lord's Hands; the Tenant being sick and not able to come to Court.

I **NOW** all Men by these Presents, That I R. B. of, &c. within the Manor of B. in the County of H. have made, ordained and appointed, and by these Presents do make, ordain, and in my Stead and Place put and appoint G. L. of, &c. (usually the Bailiff of the Manor) my true and lawful Attorney for me, and in my Name, to appear at the next Court, to be holden in and for the said Manor of B. on, &c. And then and there, for me and in my Name as aforesaid, to surrender and yield up into the Hands of the Lord of the Manor aforesaid, one Messuage or Tenement, &c. with their and every of their Appurtenances, unto the said Messuage or Tenement belonging, and every Part and Parcel thereof, within the said Manor. All which said Premises, I the said R. B. do claim to hold (as sole Purchaser) for my own Life, and the Life of R. my Son, by Copy of Court-Roll of the said Manor of B. bearing Date, &c. And all the Estate, Right, Title, Interest, Possession, Reversion, Claim and Demand whatsoever, as well of me the said R. B. as of R. my Son, and of either of us, of, in and to the same; ratifying, confirming, and by these Presents allowing all and whatsoever my said Attorney shall do or cause to be done in the Premises, by Virtue of these Presents. **In Witness, &c.**

Instructions for taking a Surrender in Court by Attorney, &c.

Read over the Letter of Attorney in Time of Court, and then let the Attorney say,
 " I G. L. by Virtue of the Letter of Attorney to be made, and of the Power and Authority to me thereby given, do, for and in the Name of the said R. B. surrender and yield
 " up into the Hands of the Honourable A. B. Esq; Lord of this Manor, All that Messuage
 " and

“ and Tenement, with the Appurtenances, within this Manor, now in the Possession of
“ S. L. and all the Estate, Right, Title, Interest, Possession, Reversion, Claim and De-
“ mand whatsoever, of him the said R. B. and of R. his Son, of, in and to the same, to the
“ End the Lord may do therewith his Will: And in Token thereof I deliver up this
“ Verge.”

This Letter of Attorney and Surrender must be Registered in the Court-Roll.

A Surrender of a Copyhold Estate out of Court.

Manor de M. **E** it remembered, That on the — Day of, &c. at S. &c. A. B. came before me, and did surrender into the Hands of the Lord of the Manor aforesaid all that Messuage, &c. within the said Manor, now in the Possession of him the said A. B. which he claimed to hold for Term of his Life by Copy of Court-Roll, of the same Manor, bearing Date, &c. and all the Estate, Right, Title, Interest, Claim and Demand whatsoever, as well of him the said A. B. as of D. G. &c. of, in and to the same, together with the Copy thereof to be cancelled, to the End the Lord might do therewith his Will.

W. B. Steward there.

This Surrender was made and taken in the Presence of us,

F. G. }
H. J. } Two Customary Tenants.

A Surrender of a Leasehold Estate by way of Indorsement.

E it remembered by these Presents, I A. B. do surrender and yield up into the Hands of the Honourable T. G. Esq; all the Lands with the Appurtenances in the Indenture within granted, and all the Estate, Right, Title, Interest, Claim and Demand whatsoever, of me the said A. B. my Executors or Administrators, of, in and to the same, by Force and Virtue of the said Indenture, or by any other Means whatsoever, together with the same Indenture to be cancelled. **In Witness, &c.**

A Letter of Attorney or Warrant from a Lord to a Steward, to keep Courts. See Warrants of Attorney.

A Warrant from a Steward to a Deputy. See Warrants of Attorney.

A Deputation or Warrant from a Lord of a Manor to his Game-keeper. See Warrants of Attorney, 3d Vol.

This should be entered with the Clerk of the Peace.

To Seize Heriots. See Warrants of Attorney.

A Licence to a Tenant to let his Tenement for seven Years.

E it remembered, at a Court held this — Day, &c. Licence is granted unto A. B. to let his Messuage with the Appurtenances within this Manor, or any Part thereof, to any fit Under-tenant or Under-tenants for the Term of seven Years now next coming from Lady-Day last past, if he the said A. B. shall so long live, so as the Houses, Hedges, Ditches, and other Inclosures, be from Time to Time well and sufficiently repaired and amended, and the Rents, Works, Burdens, Customs and Services therefore due to the Lord, be well and faithfully rendered and paid; otherwise this Licence to be void, &c.

A Lease of Copyhold Lands, by Virtue of a Copy of Licence.

This Indenture, made, &c. Between A. B. of, &c. of the one Part, and C. D. of, &c. of the other Part, **Witnesseth**, That the said A. B. by Virtue of a Licence, before the Sealing and Delivery of these Presents, by him procured and obtained of and from E. F. Lord of the Manor of, &c. for the Granting and Letting to Farm the Tenements, &c. hereafter in and by these Presents demised to the said C. D. And
in

in Consideration of the Rent and Covenants herein after referred and confirmed on the Part of the said C. D. his Executors, Administrators and Assigns, to be paid, done and performed, **Doth** demise, lease, and to Farm let, and by these Presents **Doth** demise, lease, and to Farm let, unto the said C. D. &c. **All that** Messuage or Tenement, &c. **To have and to hold** the said Messuage or Tenement, Lands and Premises, with the Appurtenances, unto the said C. D. his Executors, Administrators and Assigns, from the Day of the Date of these Presents, for and during the Term of five Years from thence next ensuing, and fully to be compleat and ended; **Yielding and paying** therefore yearly and every Year, during the said Term, unto the said A. B. his Heirs and Assigns, the yearly Rent or Sum of, &c. of lawful Money, &c. at, &c. (with Clause of Distress and usual Covenants to repair, &c.) **And also** the said C. D. for himself, his Executors, Administrators and Assigns, and every of them, doth covenant, promise and grant, to and with the said A. B. his Heirs and Assigns, That neither he the said C. D. his Executors, Administrators or Assigns, or any of them, shall do, or wittingly or willingly permit or suffer to be done, any Act, Matter or Thing whatsoever, which may forfeit, lose or impair the Estate or Interest of the said A. B. of, in or to the said hereby demised Premises, or of, in or to any Part or Parcel thereof, or which may be otherwise hurtful or prejudicial to the said A. B. his Heirs or Assigns, for or concerning the having, holding or enjoying of the same, or any Part thereof. **And** the said A. B. for himself, his Heirs and Assigns, doth covenant and grant to and with the said C. D. his Executors and Administrators, That he the said C. D. his Executors and Administrators, on the Payment of the said yearly Rent, and Performance of the Covenants and Agreements aforesaid, which on his and their Parts and Behalfs are and ought to be performed, shall and may quickly and peaceably have, hold and enjoy, all and singular the before mentioned to be hereby demised Premises, and every Part and Parcel thereof, with the Appurtenances, during the Term hereby demised, without any Interruption, Molestation or Eviction of him the said A. B. his Heirs and Assigns, or of any Person or Persons whatsoever now lawfully claiming, or that shall or may hereafter lawfully claim any Estate, Right, Title or Interest, of, in or to the same, or any Part thereof, by, from or under him, them, or any of them. **And also** that he the said A. B. his Heirs and Assigns, or some or one of them, shall and will from Time to Time, and at all Times hereafter, discharge, or upon reasonable Request save harmless and keep indemnified the said C. D. his Executors and Administrators, of, for and from all Quit-Rents, Payments, Duties and Services, to be had, paid, made or done, for or out of the said hereby demised Premises, or any Part thereof, to the said E. F. Lord of the Manor aforesaid, his Heirs and Assigns. **In Witness,** &c.

Words of Livery and Seisin, used on granting a Freehold Lease.

I Do deliver to you Possession and Seisin of this House, in the Name of all the Premises contained in this Deed; To hold to you and your Heirs and Assigns, with the Remainders over (if any) according to the Form and Effect, and true Intent of this Indenture of Lease.

A Surrender of a Copyhold Estate taken by the Steward out of the Manor, in the Presence of two Customary Tenants.

Manor of S. B. It is remembered, That on the — Day of, &c. at M. in the County of, &c. T. B. who claims to hold for Term of his Life, by Copy of Court-Roll of the Manor aforesaid, bearing Date, &c. (amongst other Things) one Close of Pasture containing eight Acres of, &c. and one Close of, &c. with the Appurtenances thereunto belonging, came before me W. B. Gent. Steward of the said Manor, and in the Presence of A. W. and C. D. Two of the Customary Tenants of the said Manor, did surrender and yield up into the Hands of the Lord of the Manor of A. aforesaid, the said several Closes of Pasture and Arable Land, with the Appurtenances, and all his Estate, Right, Title, Interest, Possession, (if more than one Life) Reversion, Claim and Demand whatsoever, of, in and to the same, and of, in and to every Part and Parcel thereof, to the End the said Lord of the said Manor might do therewith his Will.

Taken the Day and Year above mentioned, before me

T. B.
Steward there:

In the Presence of A. W. }
 C. D. } Tenants.

Note; This is to be read to the Tenants after the Tenant T. B. hath surrendered, saying after the Steward the usual Words in the common Surrender, and then the two customary Tenants put their Hands as Witnesses, as above.

A Sur-

A Surrender of a Copyhold Estate, held by one Life, into the Hands of the Lord of the Manor, in Consideration of an Annuity payable during Life, by Way of Assignment.

TO all to whom these Presents shall come, *M. C.* of, &c. sendeth Greeting. **Whereas** the said *M. C.* by Virtue of a Copy of Court-Roll of the Manor of, &c. bearing Date, &c. signed by, &c. then Lord of the said Manor, is and stands lawfully possessed of and interested in one Tenement, &c. being Part of the Manor aforesaid, for the Term of her Life, according to the Custom of the said Manor, as by the said Copy of Court-Roll more at large may appear. **Now these Presents witness,** That the said *M. C.* for and in Consideration of the annual Sum of, &c. of lawful Money, &c. secured to be paid her during the Term of her natural Life by *W. B.* Esq; present Lord of the Manor of, &c. aforesaid, hath assigned, transferred and set over, and by these Presents doth assign, transfer and set over unto the said *W. B.* the before recited Tenement, &c. with the Appurtenances, and all the Right, Title, Interest, Claim and Demand whatsoever of her the said *M. C.* of, in and to the same, by Virtue of the said Copy of Court-Roll, or the Custom of the said Manor or otherwise howsoever, together also with the said Copy. **And to the Intent** the said *W. B.* may become as lawfully and absolutely possessed of the said Tenement, Lands and Premises, as of other Parts of the said Manor now in his Hands, the said *M. C.* doth hereby covenant and promise to and with the said *W. B.* his Heirs and Assigns, that she the said *M. C.* shall and will at the next Court-Baron to be held for the said Manor of, &c. or at any other Time or Times, upon the Request and at the Costs and Charges of the said *W. B.* or his Heirs, surrender into his or their Hands, or into the Hands of the Steward of the said Manor, or otherwise, according to the Custom of the said Manor, to the Use of the said *W. B.* his Heirs and Assigns, the aforesaid Tenement, &c. and all the Lands Meadows, Pastures, Feedings and Commons to the same belonging or appertaining; and all her Right, Title, Claim and Demand whatsoever, of, in and to the same. **And that** she the said *M. C.* shall and will from Time to Time, and at all Times hereafter, during the Term of her Life, at the reasonable Request, Costs and Charges in the Law of the said *W. B.* his Heirs or Assigns, make and do all and every such further and other lawful and reasonable Acts and Things, for the further, better and more perfect Assuring and Conveying of the said Tenement, Lands and Premises, to the Use of the said *W. B.* his Heirs and Assigns, as by him or them, or his or their Counsel learned in the Law, shall be reasonably devised, or advised and required: **And further,** that at the Time of such Surrender or Surrenders, or other Assurance or Assurances to be made of the said Tenement, Lands and Premises, the same shall be free and clear, and freely and clearly acquitted and discharged, of and from all former Surrender and Surrenders, Forfeitures and other Incumbrances whatsoever, had, made, done or wittingly or willingly suffered by her the said *M. C.* or by any other Person or Persons lawfully claiming by, from or under her. **In Witness,** &c.

Note; *A Bond is necessary, Conditioned for paying the Annuity at two Payments in the Year, the first to begin at, &c. reciting at large this Deed of Surrender in the Beginning.*

A Surrender of a Copyhold Estate, held by a Widowhood and one Life, out of Court, in order to take a new Estate in the Premises by Lease.

TO all to whom these Presents shall come: *A. F.* Widow of *J. F.* of, &c. deceased, and *S. P.* Wife of *R. P.* of the same Place, &c. and the said *R. P.* send Greeting. **Whereas** by Copy of Court-Roll of the Manor of, &c. aforesaid bearing Date, &c. a Grant was made by, &c. unto *T. F.* of, &c. aforesaid, of a Messuage or Tenement, &c. situate lying and being in, &c. and then late in the Tenure of, &c. to hold for the Term of the Lives of the said *T. F.* and *J. F.* and *S. F.* Son and Daughter of the said *T. F.* and the life of the longest Liver of them at the Will of the Lord, according to the Custom of the said Manor, by and under the yearly Rent of, &c. and one Heriot, when it should happen, the best Beast or Goods, or in Lieu thereof, the Sum of, &c. in Money, at the Election of the Lord of the said Manor; and by and under all other Rents, Burdens, Works, Suits, Customs and Services therefore due, and of Right accustomed; as by the said Copy of Court-Roll more at large may appear. **And whereas** the said *T. F.* and *J. F.* are since deceased, whereby the said *A. F.* is possessed of the Premises aforesaid for the Term of her Widowhood, according to the Custom of the said Manor of, &c. **And whereas** the said *S. F.* is since married to the said *R. P.* **Now these Presents witness,** That the said *A. F.* by and with the Consent, and at the Direction and Appointment of the said *S. P.* and *R. P.* testified by their being made Parties to, and Signing and Sealing these Presents; and also the said *S. P.* and

R. P. for divers good Causes and valuable Considerations them thereunto especially moving, and to the Intent and Purpose that a new Estate of and in the said Premises may be granted to the said *A. F.* they the said *J. F. S. P.* and *R. P.* have surrendered and yielded up, and by these Presents **Do**, and each and either of them **Doth** surrender and yield up unto *W. B.* the elder, Esq; &c. and *W. B.* the younger, Esq; eldest Son and Heir of the said *W. B.* the elder, and Lord of the said Manor of, &c. **As well** the said recited Copy of Court-Roll, and all and singular the Messuage, Tenement, Lands and Premises aforesaid, with the Appurtenances therein and thereby granted, as also all the Estate, Right, Title, Interest, Possession, Reversion, Property, Claim and Demand whatsoever, of them the said *A. F. S. P.* and *R. P.* and of either or any of them, of, in and to the same, or of, in or to any Part or Parcel thereof. **And** the said *A. F. S. P.* and *R. P.* do hereby covenant for themselves and every of them, by these Presents, that they the said *A. F. S. P.* and *R. P.* or either or any of them, shall and will from Time to Time, and at all Times hereafter during the Term of their Lives, at the reasonable Request, Cost and Charges in the Law of the said *W. B.* the elder and *W. B.* the younger, or either of them, their or either of their Heirs or Assigns, make and do all and every such further, and other lawful and reasonable Acts and Things, for the further, better and more perfect surrendring of the said Tenement, Lands and Premises to the Use of the said *W. B.* the elder, and *W. B.* the younger, their Heirs and Assigns, as by their or either of their Counsel learned in the Law shall be reasonably devised, or advised and required. **In Witness, &c.**

A very good Release of Copyhold Lands.

T**O** all Christian People to whom these Presents shall come, *R. T.* of, &c. Gent. Nephew and next Heir of *J. T.* of, &c. deceased, sendeth Greeting. **Whereas** divers Suits and Controversies have been heretofore had and moved between the said *R. T.* and *T. S.* of the Parish, of, &c. for, touching and concerning divers Customary Copyhold Lands, Tenements and Hereditaments late of the said *J. T.* lying and being in the Parishes of, &c. and Parcel of the Manors, &c. All which said Lands and Premises were heretofore lawfully surrendered and conveyed according to the Custom of the several Manors whereof the same are holding, by the said *J. T.* unto the said *T. S.* and his Heirs, who hath accordingly been admitted Tenant thereunto; **Now know ye**, that I the aforesaid *R. T.* as well for the Confirmation and Sure-making of the said Lands and Premises unto the said *T. S.* and his Heirs, as for and in Consideration of the Sum of, &c. **Have** granted, remised and released, and for ever quit-claimed, and by these Presents **Do** for me and my Heirs clearly and absolutely grant, &c. unto the said *T. S.* he being in the full and peaceable Possession of the said Lands and Premises hereafter mentioned, and to his Heirs for ever, all my Estate, Right, Title, Interest, Use, Property, Claim and Demand whatsoever, which I now have or may, or can, or should or ought to have, or which I or my Heirs hereafter shall or may claim or have of or in all or any of those Customary Lands, Tenements or Hereditaments, lying and being in the Parishes of, &c. aforesaid, now in the Possession or Occupation of the said *T. S.* his Assignee or Assigns, and holden by Copy of Court-Roll of the Manor of *S.* aforesaid (that is to say) of and in one Close of Land containing, &c. (which said Lands and Premises were heretofore lawfully surrendered, conveyed or assigned by the said *J. T.* unto the said *T. S.* and his Heirs) so that neither I the said *R. T.* nor my Heirs, nor any other Person or Persons whatsoever, lawfully claiming by, from or under me, any Right, Title, Property, Interest, Claim or Demand whatsoever, of, in, or to all or any the Lands and Premises aforesaid, or any Part or Parcel thereof, shall, may or ought to have, claim, challenge or demand in any Manner; but of and from all Right, Title, Interest, Property, Claim and Demand whatsoever, of, in or to the same Lands and Premises, and every Part and Parcel thereof, with their and every of their Appurtenances, from henceforth shall and will be utterly barred and for ever excluded by Virtue of these Presents.

Another Release of a Copyhold Estate.

T**O** all Christian People to whom these Presents shall come, *A. B.* of, &c. and *C. B.* of &c. Brother to the said *A. B.* send Greeting. **Whereas** the said *A. B.* is or was seized for and during the Term of his natural Life, according to the Custom of the Manor of, &c. of and in one Copyhold Messuage or Tenement, with the Appurtenances, in, &c. aforesaid, being Parcel of the said Manor, late in the Tenure or Occupation of &c. deceased, and of and in several Parcels of Land, Meadow and Pasture, to the same belonging, or reputed Part thereof: **And whereas** the said *C. B.* hath a Copyhold Estate for the Term of his Life in the said Messuage and Premises in Reversion after the Death of the said *A. B.* as by the Court-Rolls of the said Manor of, &c. more at large appeareth: **Now know ye**, That the said

faid *A. B.* and *C. B.* for and in Pursuance of an Agreement heretofore made and concluded between the faid *A. B.* and *E. F.* Esq; Lord of the faid Manor of, &c. of and for the faid Copyhold Estate, and for and in Consideration of the Sum of, &c. of lawful Money, &c. by him the faid *E. F.* in Hand paid to the faid *A. B.* and *C. B.* or one of them, before the Sealing and Delivery hereof, the Receipt whereof they do hereby acknowledge, and for other good Causes and Considerations them thereunto moving, **Have** granted, yielded up, surrendered, remised, released and quit-claimed, and by these Presents they the faid *A. B.* and *C. B.* **Do** and each of them **Doth** grant, yield up, surrender, remise, release and for ever quit-claim, unto the faid *E. F.* his Heirs, Executors and Administrators, for ever, **Their** faid several and respective Copyhold Estates in the faid Messuage, Lands and Premises, and in any Part or Parcel of the same, and all their and each of their Estate, as well Freehold as Copyhold, Right, Title, Interest, Possession, Claim and Demand whatsoever, either in Law or Equity, or according to the Custom of the faid Manor, or otherwise howsoever. **And** the faid *A. B.* and *C. B.* do for themselves, their Heirs, Executors and Administrators, covenant and grant to and with the faid *E. F.* his Heirs, Executors and Administrators, by these Presents, **That** they the faid *A. B.* and *C. B.* shall and will from Time to Time, and at all Times hereafter, upon Request, and at the Costs and Charges in the Law of the faid *E. F.* do and perfect, or cause to be done and perfected, all such lawful and reasonable Acts and Things in the Law, for the surrendring, barring and extinguishing of their and each of their Right and Estate, as well Freehold as Customary, and all their and each of their Claim and Demand in or to the faid Messuage or Tenement, and Premises, or any of them, as by him the faid *E. F.* his Heirs or Assigns, shall be reasonably devised and required. **In Witness, &c.**

A Warrant to seize Copyhold Lands for not taking them up after three Proclamations.

Manor of M. **W**hereas publick Proclamation hath been made at three several Courts holden for this Manor, That the Heirs or Assigns of *T. H.* late Copyhold Tenant of the faid Manor deceased, should come into this Court, and take up all those Copyhold Lands and Tenements which the faid *T. H.* at the Time of his Death, held of the Lord of the same Manor by Copy of Court-Roll, or otherwise, That the same should be seized into the Hands of the Lord of the faid Manor for want of a Tenant, and for that none came to take up the faid Lands and Tenements, It is therefore commanded to *J. R.* Bailiff of the faid Manor, That he seize into the Hands of Sir *W. B.* Lord of the faid Manor, all and singular the Lands and Tenements of which the faid *T. H.* died seised, holden for this Manor by Copy of Court-Roll. Given under my Hand and Seal, &c.

R. S. Steward.

To *J. R.* Bailiff of the Mannor of M.

The Return of the faid Warrant.

29th Day of March 1736.

BE it Remembered, At a Court holden the Day and Year above written, came *J. R.* Bailiff of this Manor, and gave the Court to understand, that he hath seized the Lands and Tenements above mentioned, as above to him was commanded by the Precept above written.

Signed by *J. R.* Bailiff.

Covenants.

I. General Covenants in most Sorts of Deeds.

Referred to from many Places in this Practical Part.

The Beginning of a Covenant of one Person to one Person.

AND the faid *A. B.* for himself, his Heirs, Executors and Administrators, (or, for himself, his Executors and Administrators, *without the Word Heirs, as the Case requires*) and for every of them, doth covenant, promise and agree, to and with the faid *C. D.* his Heirs, Executors and Administrators, (or, his Heirs and Assigns, or, his Executors,

Executors, Administrators and Assigns, *as the Case requires*) by these Presents, in Manner and Form following, (that is to say) **That**, &c.

Of several Persons to one.

AND the said *M. C. W. M. S. M. and A. M.* each for him, her and themselves, and for his, her and their several and respective Heirs, Executors and Administrators severally, and not jointly, nor the one for the other, nor for the Heirs, Executors, Administrators, Acts or deeds of the other of them, **Do**, and each and every of them **Doth** covenant, promise and grant, to and with the said *P. C.* her Heirs and Assigns, by these Presents, in Manner and Form following, (that is to say) **That**, &c.

Of a Husband for himself and Wife (with two other Persons).

AND the said *A.* for himself and the said *H.* his Wife, and the said *D. G. H. &c.* for him and herself, and his and her Heirs only, do severally, and not jointly, nor one for the other, do severally and respectively covenant, &c.

Another, when he covenants for their Heirs, &c.

AND the said *A. B.* for himself, his Heirs, Executors and Administrators, and for the said *E.* his Wife, her Heirs and Assigns, doth covenant, &c.

Covenant that no Act is done to incumber the Premises.

Done no Act. **AND** the said *A. J.* for herself, her Heirs, Executors and Administrators, and for every of them, doth covenant, promise and agree, to and with the said *J. S.* his Executors, Administrators and Assigns, (*Thus you say in an Assignment, but in a Release in Fee, &c. say, Heirs and Assigns*) by these Presents, in Manner and Form following, (that is to say) That she the said *A. J.* hath not at any Time heretofore (*If in an Assignment by an Executor say, That neither the said — deceased, in his Life-time, nor the said — since his Death, have or hath made, &c.*) made, done, committed, or * wittingly or willingly suffered any Act, Deed, Matter or Thing whatsoever, whereby or by Means or Occasion whereof the herein before assigned Messuages, or Tenements and Premises, (*Or in a Release in Fee, say, The Hereditaments and Premises herein before mentioned, or intended to be by him hereby released, Or in a Deed of Partition, say, The Manor, &c. herein before elected, allotted and limited for the Part and share of the said — in the said hereby granted and released Premises*) or any Part thereof, are, is, shall or may be in any wise impeached, charged or incumbered in Title, Charge, Estate, or otherwise howsoever.

Or if Deed, &c. be recited, it may be proper to say.

— * By Means whereof the said several recited Indentures, &c. or either of them, or the said Messuage, &c. and all and singular other the Premises herein before recited, or any Part, &c. or their or any of their Rights, Members and Appurtenances thereby granted, bargained, &c. are, &c.

In an Assignment of Rents or yearly Sums.

— Hath not at any Time heretofore assigned, incumbered, or by any Ways or Means whatsoever discharged the said yearly Rents or Sums of — or any or either of them, or any Part, &c. so due, reserved and payable to the said *T. E.* as aforesaid.

In a Deed of Infranchisement of Copyhold Premises.

— That he the said *J. L.* hath not granted, sold or conveyed the said Messuage, &c. or any of them, or any Part or Parcel thereof, to any Person or Persons, otherwise than as Copyhold, or at any Time granted, sold, conveyed or assigned the same Premises, or any of them, or any Part or Parcel thereof, or of any of them, or the Reversion, Freehold or inheritance of the same Premises, or any of them, or of any Part or Parcel thereof, unto any other Person or Persons whatsoever.

In

In a Release of an Advowson.

—That he the said *J. F.* hath not at any Time heretofore made any prior or other Grant of the said Advowson, Donation, free Disposition, Right of Patronage and Premises, or granted any Turn or Presentation thereunto, or done any Act, Matter or Thing, that shall or may incumber the Premises hereby granted in Title, Charge, Estate, or otherwise howsoever.

In a Release of a Legacy, and of all Title to the Land chargeable therewith.

—That he the said *J. W.* has not at any Time heretofore assigned the Legacies, or either of them, or done any Act, Matter or Thing, whereby the said Lands are or may be incumbered in Title, Charge, Estate, or otherwise howsoever.

That the Releasor is the right Owner, and will stand seised till a good Estate in Fee-simple is vested in the Releasee.

— That he the said *W. K.* for and notwithstanding any Act, Matter or thing, by him Right Owner, done or committed to the contrary thereof, now at the Time of the Sealing and Delivery of these Presents, is the very true, sole, rightful and lawful Owner of the said — and Premises, and doth stand seised thereof, and of every Part and Parcel thereof, in his Demesne as of Fee, and so will continue to do, until a good and sufficient Estate in Fee-simple of and in the said Premises shall be lawfully and fully vested and settled in and upon the said *J. K.* his Heirs and Assigns, according to the true Intent and Meaning of these Presents. and lawfully seised, &c.

That two Leases assigned are good in Force, and not void or voidable.

AND that (for and notwithstanding any Act, Deed, Matter or Thing whatsoever had, made, done, committed or willingly suffered by her the said *A. J.* to the contrary) * the said herein before recited and assigned two Indentures of Lease, now at the Time of the Executing these Presents, are good, valid and effectual Leases in the Law, and that the same, and each of them, now are and stand in full Force and Virtue for all the Residue of the said several Terms of — thereby respectively granted; and that the said Leases, or either of them, are not forfeited, surrendered, or otherwise become void or voidable.

That a Lease is good, and shall continue so during a Person's Life, &c.

— * The said herein before recited Indenture of Demise or Lease, is a good and sufficient Lease valid in the Law, and shall from Time to Time continue so to be for and during the said Term of 44 Years, or so much thereof as she the said *B. F.* shall happen to live, and is not, nor shall be forfeited, surrendered or made void or voidable.

That the Party is seised, &c.

AND the said *J. G.* for himself, his Heirs, &c. doth covenant, &c. to and with the said *E. G.* and *T. M.* their Heirs and Assigns, by these Presents, in Manner and Form following, viz. That for and notwithstanding any Act, Matter or Thing whatsoever by him the said *J. G.* (or any of his Ancestors) or thus, (or by the aforesaid *B.* the late Father, or *C.* the late Uncle of the said *A.* or either of them, or any other Person or Persons lawfully claiming or to claim by, from, under or in Trust, or any of them) had, made, done, committed or suffered to the contrary) (other than and except as herein after is excepted) he the said *J. G.* at (and immediately before) the Time of the Sealing and Delivery of these Presents is lawfully and rightfully (lawfully and solely) seised of a good, sure, perfect and indefeasible Estate of Inheritance in Fee-simple, of and in the said Messuages, or Tenements and Premises hereby released, or meant, mentioned or intended so to be, and every Part and Parcel thereof, with their and every of their Appurtenances, without any Manner of Remainder or Remainders over, Condition, Power of Revocation, Trust, Limitation, or any Use or Uses, Estate or Estates, or any other Restraint, Act, Matter or Thing whatsoever, to alter, change, charge, incumber, defeat, evict, determine or make void the same Estate in any wise howsoever, (except as herein after is excepted).

From a Husband for himself and Wife, that they are seised to their Use, and to the Use of the Heirs and Assigns of the Wife, of Lands in Expectancy.

— He the said *A.* and *B.* his Wife now, &c. seised, &c. in Fee-simple, to the Use of them the said *A.* and *B.* his Wife, and the Heirs and Assigns of the said *B.* immediately expectant on the Death or Decease of — without any Remainder, &c.

That two of the Vendors are seised in Fee of two third Parts of the Premises.

AND the said *A.* for himself and the said *G.* his Wife, and the said *B.* for himself and the said *H.* his Wife, and for either and every of them, their and either and every of their respective Heirs, Executors and Administrators, do covenant, &c. That (for and notwithstanding, &c.) they the said *A.* and *G.* his Wife, and *B.* and *H.* his Wife, at the Time, &c. are, or some or one of them is the true and lawful Owner or Owners, and are and stand, or some or one of them is, are or do, or doth stand lawfully and rightfully seised of and in two full third Parts, the Whole into three equal Parts divided, of the said Messuages, &c. in Fee-simple, &c.

One Vendor of one third Part.

AND the said *C.* for himself, &c. doth covenant, &c. That (for and notwithstanding, &c. he the said *C.* at the Time, &c. is the true and lawful Owner of, and stands lawfully and rightfully seised of and in one full third Part, the Whole into three equal Parts divided, of and in the said Messuages, &c.

That the Vendors are severally seised of their Shares beforementioned.

AND the said *A. B.* and *C.* for themselves, their Heirs, &c. severally and respectively, and not jointly, nor one, &c. do covenant, &c. That (for, &c.) they the said *A. B.* and *C.* now, &c. are, and each of them is and standeth lawfully seised of and in the several Parts, Purparts and Proportions of and in the said Messuage, &c.

That a Lord of a Manor is lawfully seised of Copyhold Premises, subject to the Estate of the Copyholder.

AND the said *T. P.* for himself, his Heirs, Executors and Administrators, doth covenant, &c. to and with the said *C. R.* his Heirs and Assigns, that he the said *T. P.* at the Time of the Ensealing and Delivery of these Presents, is lawfully, rightfully, and absolutely seised of the Freehold and Inheritance of the said Copyhold Premises in Fee-simple, subject to such Estate and Interest as the said *C. R.* had therein as a Copyholder, by Virtue of the Custom of the said Manor.

That the Assignor has Power to assign.

Power to convey.

AND also that (for and notwithstanding any such Act, Deed, Matter or Thing committed, done or suffered as aforesaid), (except, &c.) she the said *A. J.* now at the Time of the Sealing and Delivery of these Presents, hath in herself good Right, true Title, full Power, and lawful and absolute Authority to grant, bargain, sell, assign and set over the said two Messuages or Tenements, and all and singular other the herein before assigned Premises, with their and every of their Appurtenances, unto the said *J. S.* her Executors, Administrators and Assigns, for and during all the Rest and Residue of the said several and respective Terms of — Years, in Manner and Form and subject as aforesaid, according to the true Intent and Meaning of these Presents.

That Grantor, Bargainor or Releasor, has good Right or Power to convey.

— That they the said *E. J.* and *J. D.* or one of them, now (at the Time of Sealing and Delivery of these Presents) have or hath in him, her or themselves good Right, &c. (as above) to grant, bargain, sell, release and confirm all and singular the said herein before granted and released Messuage or Tenements, Lands, Hereditaments and Premises, and all

and singular other the Premises herein before mentioned, or intended to be hereby granted, &c. and every Part and Parcel thereof, with their and every of their Appurtenances, unto and to the Use of the said T. B. his Heirs and Assigns for ever, (in Manner as aforesaid and according to the true Meaning of these Presents).

Or these Words may be sometimes necessary :

— Confirm two full third Parts (the Whole into three equal Parts divided) of and in the said — one full third Part (the Whole into three equal Parts divided) of and in, &c.
— the several Parts, Purparts and Proportions, of and in the said, &c.

Another.

AND also that (for and notwithstanding any such Act, Matter or Thing as aforesaid, he the said J. G. hath good Right, &c. and every Part and Parcel thereof, with the Appurtenances, by these Presents, and by the Fine herein before covenanted to be levied to the Uses, Intents and Purposes herein before mentioned and declared, and in Manner and Form aforesaid.

Good Right to limit the Premises.

— Good Right, full Power and Authority to limit and settle all and singular, &c. (excepting only as before excepted) in Manner and Form aforesaid.

Another.

— To grant, convey, limit and settle the said (Freehold) Premises, upon the several and respective Trusts herein before mentioned and declared of and concerning the same respectively, and that the said (Freehold) Premises shall continue, be and remain, to and upon the several and respective Trusts, and with and under and subject to the several Covenants, Provisoes, Powers and Agreements herein and hereby mentioned, limited and declared of and concerning the same, free and clear, &c.

That the Grantor of an Annuity has good Right to charge the Premises.

AND that he the said N. F. hath full Power and lawful Authority by these Presents, to charge the said Premises, and every Part thereof, with the said Annuity or yearly Rent-Charge of 15^l. in Manner and Form as herein is done.

That the Lord of a Manor has a Right to enfranchise the Premises.

AND that he the said T. P. hath in himself good Right, full Power, and lawfully and absolute Authority to make this Assurance, and to enfranchise the said Premises, and grant and convey the Freehold and Inheritance thereof to and to the Use of the said C. R. his Heirs and Assigns for ever.

By a Husband for himself and Wife, that they have Power to grant the Premises for a Number of Years.

AND the said H. B. for himself, his Heirs, Executors and Administrators, and for the said D. his Wife, her Heirs and Assigns, doth further covenant, &c. to and with the said J. M. his Executors, &c. and to and with every of them by these Presents, that he the said H. B. and D. his Wife have, or one of them hath in him or themselves good Right, &c. to grant, demise, limit and appoint the said — and all and singular, &c. unto the said J. M. his, &c. for and during the said Term of — Years, in Manner and Form aforesaid.

That a Person has a Right to make a Deed of Appointment.

— That they the said J. Earl of A. and J. Lord P. have in themselves good Right, full Power and Authority to limit and appoint the said Manors and Premises herein before men-

mentioned, and intended to be hereby limited and appointed, in Manner and Form aforesaid.

For peaceable Enjoyment of the Premises in an Assignment of a Lease.

Peaceable Enjoyment.

AND further, That it shall and may be lawful to and for the said J. S. her Executors, Administrators and Assigns, from henceforth, peaceably and quietly to (enter into) have, hold, occupy, possess and enjoy, all and singular the herein before assigned Messuages, or Tenements and Premises, with their and every of their Appurtenances, and the Rents, Issues and Profits thereof, from the — Day of — last past, to have, receive and take to and for her and their own Use and Benefit, (subject nevertheless in Manner as aforesaid) for and during all the Rest and Residue of the said several and respective Terms of — Years, by the said two recited Indentures of Lease granted, which are therein now to come and unexpired, without any Let, Suit, Trouble, Denial, Molestation, Eviction, Interruption, Disturbance, Recovery, Claim and Demand whatsoever, of or by the said A. J. her Executors, Administrators or Assigns, or of or by any other Person or Persons whomsoever, lawfully or equitably claiming or to claim by, from, under or in Trust for her or them, or any of them, or any of the Ancestors of the said A. J. (*Except, &c. Sometimes an Exception is made*).

In a Release of Lands.

— Lawful to and for the said T. B. his Heirs and Assigns, (*or, that the said T. B. his Heirs and Assigns, shall or lawfully may*) from Time to Time, and at all Times hereafter, (*from henceforth*) for ever peaceably, &c. the said several (*Messuages or Tenements, Lands or Hereditaments*) and all and singular other the Premises hereby granted and released, or mentioned or intended so to be, (*or, herein before mentioned, or intended to be hereby granted, released and confirmed*) with their and every of their Appurtenances, and every Part and Parcel thereof, and (to) receive, take and injoy all and singular the Rents, Issues and Profits thereof, from — to and for his and their own Use and Benefit, without any lawful Let, &c. of or by him the said J. D. his Heirs or Assigns, or of or from any other Person, &c.

Other Words.

— Two full and equal third Parts of the said Messuages, &c.

— Enjoy the said several Parts, Purparts and Proportions, of and in, &c.

In a Marriage Settlement.

— J. S. and C. P. (*the Trustees*) shall and may from Time to Time, &c. have, hold and enjoy, as well the said hereby released and assigned Freehold and Leasehold Messuages, Lands, Tenements, Hereditaments and Premises, as also the said Annuities and other the Premises so vested in them as aforesaid; nevertheless upon the several Uses and Trusts, and subject to the several Provisoes and Agreements herein and hereby mentioned, limited, expressed and declared of and concerning the same, without any Let, Disturbance or Interruption of the said J. E. (*the intended Husband*) or any Person or Persons claiming or to claim by, from or under him the said J. E. his Executors, Administrators or Assigns, or by his or their Act, Means, Consent, Default, Privity or Procurement.

Another.

AND further, That all and singular the said Messuages, or Tenements and Premises, with their and every of their Appurtenances for ever hereafter, shall remain, continue, and be to the several Uses, Intents and Purposes herein before limited, expressed and declared, without any the Let, Suit, Trouble, Denial, Expulsion, Eviction or Interruption of or by the said J. G. or any other Person, &c.

In a Deed of Partition.

— The said C. P. her Heirs and Assigns, shall, &c. enjoy the said Manor, &c. herein before allotted and limited to the Use of the said P. C. as and for her Part and Share of and in

in the said hereby granted and released Manor, &c. with their Appurtenances, and to receive, &c. — demand whatsoever of or by the said M. C. W. M. S. M. and A. his Wife, or any or either of them, their or either of their Heirs or Assigns, or of or by any other Person, &c.

In a Deed of Exchange.

— Enjoy the said — and all and singular other the Premises hereby granted or released by the said Lord Viscount St. J. in Exchange, as aforesaid, or mentioned or intended so to be, with their Appurtenances, and to receive, &c. or any of them, (*excepting as hereafter excepted*).

In an Assignment of Rents:

— The said T. E. doth by these Presents empower the said F. A. his Executors, &c. to receive and take the said yearly Rents or Sums of — and every of them, and every Part and Parcel of them, and all other Rents whatsoever, reserved and payable to the said T. E. his Executors, &c. by Virtue of the said recited Indenture of Lease, without the Let or Disturbance of the said T. E. his Executors and Administrators, or of or by any other, &c.

For peaceable Enjoyment of Freehold and Copyhold Lands, particularly described.

— Lawful to, &c. said D. his, &c. from Time, &c. peaceably and quietly to enter into, have, hold, possess and enjoy all that Messuage, &c. situate, &c. late in the Possession, &c. being the Freehold Part of the said Messuage, &c. in and by the said recited Indenture or Deed of Trust mentioned to be in the Possession of the said — and all that Messuage, &c. late in the Possession of T. and now in the possession of — the said several Messuages, &c. last mentioned, being the Premises intended to be conveyed, surrendered and assured, in and by these Presents, and the said Surrender so made, or to be made as aforesaid, without any lawful Let, &c. and free and clear, &c. of and from all or any Charitable Gifts and Payments given or appointed to be paid by the Wills of — to — and of and from all Manner of former and other Gifts, &c. (the Rents, &c. excepted.)

That a Lessee shall peaceably enjoy.

AND the said J. A. for himself, his Executors, Administrators and Assigns, doth covenant, promise and grant, to and with the said D. B. his Executors, Administrators and Assigns, paying the said yearly Rent hereby reserved, and well and truly doing, observing, performing, fulfilling and keeping all and every the Covenants, articles and Agreements herein contained, which on his and their Part and Behalfs are and ought to be paid, performed and kept, according to the true Intent and Meaning of these Presents, shall or lawfully may peaceably and quietly have, hold, occupy and enjoy all and singular the Premises, with the Appurtenances hereby demised, or mentioned or intended so to be, during all the said Term hereby granted, without any Let, Suit, Trouble, Denial, Eviction, Expulsion, or Interruption for or by the said J. A. his Executors, Administrators or Assigns, or any of them, or any Person or Persons lawfully claiming or to claim by, from or under him, them, or any of them, or by or through his, their or any of their Act, Means, Right, Title, Interest, Default, Consent, or Procurement.

That a Lessee of a Parson and Churchwardens (Lessors) shall peaceably enjoy.

AND the said Parson and Churchwardens for themselves and their Successors do covenant and grant to and with the said E. E. his, &c. that the said E. E. &c. without the Let, &c. of the said Parson and Churchwardens, or any or either of them, or of any or either of their Successors for the Time being, or of any other Person or Persons having or lawfully claiming any Estate, Right, Title or Interest of, in, to or out of the said Messuage, Tenement and Premises, by, from or under them, any or either of them.

That Assignees of Debts in Trust may peaceably receive the Debts.

AND that it shall and may be lawful to and for the said T. J. and N. F. or the Survivor of them, or the Executors, Administrators or Assigns of such Survivor, to have, receive,

ceive, perceive and take all and singular the assigned Premises, to and for the Uses, Trusts and Purposes above mentioned, without any the lawful Let, Suit, Hindrance or Disturbance of them the said M. T. and J. M. or either of them, or any or either of their Executors or Administrators.

In a Debt of Enfranchisement from a Lord to his Copyholder.

AND that (notwithstanding any Act, Matter or Thing whatsoever done, committed, or wittingly or willingly suffered by him the said J. L. to the contrary, and notwithstanding any Usage or Custom whatsoever of or within the said Manor of E.) he the said C. W. his Heirs and Assigns, and every of them, shall or lawfully may, &c. peaceably and quietly hold and enjoy all, &c. as his and their own Freehold Estate, and so acquitted and exonerated of and from all and every such Payments, Rents, Duties and Services as aforesaid, without any Let, Suit, Trouble, &c. of, from or by him the said J. L. his Heirs or Assigns, or any of them, or of any other Person having, &c. Estate, &c. under him, them, or any of them.

Another.

AND further, that the said C. R. his Heirs and Assigns, shall and may from Time, &c. for ever hereafter peaceably and quietly enter into, have, hold and enjoy the said Premises hereby enfranchised, and receive the Rents and Profits thereof to his and their own Use, without any Let, &c.

In a Mortgage by Lease.

AND if Default shall happen to (or say, that after Default shall) be made in Payment of the said Sum of — or any Part thereof, contrary to the Tenor of the above mentioned Proviso (Covenant, Condition or Agreement) in that Behalf, (or say, or any Part thereof, at the Days, Times and Place herein before limited, mentioned and appointed for Payment thereof) that then and in such Case he the said E. S. his Executors, &c. shall and may have, hold and enjoy the Manors, &c. and receive and take the Rents, &c. to his and their own Use and Uses, during the Residue of the said several and respective Terms of 21 Years and 500 Years so respectively granted as aforesaid, without the Let, &c. freed, &c.

The like, and to keep down the Interest.

— Proviso it shall and may be lawful to and for the said J. F. his Executors, &c. peaceably and quietly to enter into, have, hold, occupy, possess and enjoy the said, &c. and the Rents, &c. to have, take and receive to his and their own Use, &c. without the Let, &c. (except, &c.) **And further**, that he the said J. Lord W. shall and will pay and keep down the Interest of the said Sum of, &c. so as the same may not prejudice the Security hereby given to the said J. F.

In a Release of a Rent-Charge.

— Enjoy the said Manors, &c. purchased by them of the said J. B. as aforesaid, without, &c. Distress or Demand of, &c. or any claiming, &c. the said Rent or Sum of 100 l. a Year, by, from, &c. freed, &c.

In a Deed of Appointment.

— Shall and may peaceably and quietly have, hold, possess and enjoy the said Manors, and all and singular the Premises herein before mentioned, and intended to be hereby limited and appointed, and receive and take the Rents, &c. without, &c. freed, &c.

Free from Incumbrances in an Assignment of a Lease.

AND that free, clear and absolute, and freely, clearly and absolutely acquitted, exonerated, and discharged, or otherwise well and sufficiently saved, kept harmless and indemnified by the said A. J. her Executors and Administrators, of, from and against all and all

all Manner of former and other Gifts, Grants, Bargains, Sales, Mortgages, Leases, Surrenders, Forfeitures, Arrears of Ground Rent and Taxes, Statutes, Judgments, Executions, and all other Titles, Troubles, Charges and Incumbrances whatsoever had, made, done, committed or suffered by her the said *A. J.* (save and except and subject in Manner aforesaid.)

In a Release.

— Discharged by the said — his Heirs, Executors or Administrators, of, from and against all and all Manner of former and other Gifts, Grants, Bargains, Sales, Leases, Mortgages, Jointures, Dower and Titles of Dower and Thirds, Uses, Trusts, Wills, Intails, Debts, Annuities, Statutes Merchant and of the Staple, Recognisances, Judgments, Extents, Executions, Forfeitures, Rents and Arrearages of Rent and all other Estates, Titles, Troubles, Charges, Debts, Demands and Incumbrances whatsoever, at any Time heretofore had, made, done, committed or suffered by him the said *J. D.* or any of the Ancestors of the said *J. D.* or any Person or Persons whatsoever lawfully claiming or to claim by, from, under or in Trust for him, or by his or their Act, Means, Consent, Privy, Default or Procurement, (save and except as before appears in and by these Presents), (or, save and except one Lease made upon one Part of the Premises to — at the yearly Rent of — whereof there is about seven Years yet now to come). *Vide Tit. Exceptions.*

Note ; sometimes Things chargeable on the Premises may be mentioned thus : And also freed and discharged, and at all Times sufficiently saved harmless and indemnified by the said — his, &c. of and from the yearly Payment, Sum or Rent of — during the Life of — the, &c. and the, &c. wherewith the said Premises, herein before mentioned to be bargained and sold, are by the said E. among other Lands in and by the before recited Indenture charged, &c.

That the Premises shall be to the Trusts in a Settlement free from Incumbrances.

AND also that the said Messuages, &c. herein before mentioned and intended to be hereby limited and settled, shall remain and be to and for the several Uses, Intents and Purposes, upon the Trusts, and under and subject to the Provisoes, Limitations and Agreements aforesaid, touching or concerning the same respectively, free and clear, &c.

From a Trustee to the Purchasers, that he has not incumbered the Premises.

AND the said *B.* for himself, his Heirs, Executors and Administrators, doth covenant, promise and agree to and with the said *D.* and *E.* their Heirs and Assigns severally, by these Presents, that he the said *B.* has not at any Time heretofore made, done or committed any Act, Matter or Thing whatsoever, whereby, wherewith, or by Means whereof the said Manor, &c. Hereditaments, and all or any other the Premises herein before mentioned or intended to be hereby granted, released and confirmed, or any Part or Parcel thereof, now are, or is, or at any time hereafter shall or may be impeached, charged or incumbered in Title, Charge, Estate, or otherwise howsoever. *The like Covenant for the other Trustee.*

That at the Time of making a Conveyance (pursuant to a Covenant or a Declaration of Trust) the Premises shall be free from Incumbrances.

AND further, that at the Time of making such Conveyance or Assurance as aforesaid, the said — shall be free and clear, and freely and clearly discharged of and from all and all Manner of former Bargains, Sales, Gifts, Grants and Incumbrances whatsoever, then before had, made, committed or done by the said *R. D.* his Heirs or Assigns, or any of them.

That the Premises, after a Recovery is suffered, shall be free from Incumbrances.

AND also that the said Manor, &c. and Premises with the Appurtenances herein before limited in Use to the said *S. R.* and *S. S.* and their Heirs, subsequent to the said intended Recovery as aforesaid, and every Part thereof, shall for ever hereafter remain and continue unto the Use of the said *S. R.* and *S. S.* their Heirs and Assigns, free and clear, and freely and clearly discharged, &c.

From

In a Mortgage.

— Of and from all Prior or other Gifts, Grants, Mortgages and Incumbrances, whatsoever, except, &c.

In a Deed of Enfranchisement from a Lord to his Copyholder.

AND that freely, clearly and absolutely enfranchised, acquitted, and discharged for ever by these Presents, of and from all and all Manner of yearly or other Payments, Rents, Quit-Rent, Chief-Rent, Custom or Copyhold Rent, Heriots, Fealty, Suit of Court and other usual and Customary Duties or Services whatsoever, which by or according to the Custom of the said Manor of *E.* the said Premises, or any Part or Parcel of them, as Copyhold held and Parcel of the said Manor.

Another.

AND that free and clear, and freely and clearly acquitted and discharged of and from all Fines, Quit-Rents, Court-Fines, Heriots, Duties, Suits, Services, Grants, Bargains, Sales, Mortgages, Judgments, Executions, and all other Titles, Charges and Incumbrances whatsoever, had, made, committed, done or suffered by the said *T. P.* and *W. P.* his Father, or any of his Ancestors.

In a Deed of Appointment.

— freed and discharged of and from all former and other Limitations, Appointments, Gifts, Grants, Bargains, Sales, Mortgages, Estates, Titles, Trusts, Debts, Charges, Demands and Incumbrances whatsoever.

Covenants for further Assurance.

Further Assurance.

AND moreover (lastly) that she the said *A. J.* and her Heirs (*her Executors and Administrators*) and all and every other Person and Persons whatsoever lawfully or equitably claiming or to claim, (or which shall or may have or lawfully or equitably any Claim,) Estate, Right, Title, (*Term of Years*) or Interest of, in or to the said herein before granted and released Hereditaments and Premises, (or of, in, or to the said Premises before mentioned or intended to be bargained, sold, released and to be surrendered as aforesaid,) (*assigned Messuages or Tenements and other the Premises*) or any Part or Parcel thereof, by, from, under or in Trust for her or them; (*and in Releases*, or by, from or under any of the Ancestors of the said *A.*) (*save and except the said A. P. her Executors, Administrators and Assigns, for and in Respect only of the said Principal Sum of — and all Interest-Monies so secured to her and them as aforesaid, until the same shall be fully paid and satisfied, or save and except such Person or Persons claiming or to claim by Virtue or under the said Lease so made to the said — as aforesaid,*) shall and will at any Time or Times hereafter, (or from Time to Time and at all Times hereafter, within the Space of — Years now next ensuing the Date of these Presents) (*during the now Residue of the said several Terms of Years*) upon the reasonable Request, and at the proper Costs and Charges in the Law of the said *J. S.* her Heirs or Assigns, (*Executors, Administrators and Assigns*) make do, (*acknowledge, suffer, levy*) and execute, or cause or procure to be made, &c. all and every such further and other lawful and reasonable Act and Acts, Thing and Things, (*Devises, Conveyances, Assignments*) and Assurances in the Law whatsoever (*be the same by Fine or otherwise,*) for the further, better and more perfect, absolute and satisfactory vesting, settling, granting, conveying, (*assigning*) assuring, (*surrendering*) and confirming all and singular the said hereby granted and released Hereditaments and Premises, (*the said Messuages or Tenements, and all and singular other the herein before assigned Premises*) with their and every of their Appurtenances, and every Part and Parcel thereof, unto (*and for the Use of*) the said *J. S.* her Heirs and Assigns for ever, (*her Executors, Administrators and Assigns, for and during all the Residue of the said several Terms of — Years and — Years, which shall be therein respectively then to come and unexpired,*) (*subject nevertheless in Manner as aforesaid*) be the same by Fine, Recovery, or otherwise howsoever, (or be it by Fine or Fines, Recovery or Recoveries, with single, double or treble Voucher or Vouchers, or Deed or Deeds inrolled, or not inrolled, the Inrolment of these

Presents, Release or Confirmation with Warranty or otherwise without Warranty, or by all or any of the said Ways or Means, or by any Ways or Means whatsoever,) as by the said J. S. her Heirs or Assigns, (*her Executors, Administrators or Assigns,*) or her or their Counsel learned in the Law shall in that Behalf be reasonably advised or required, so as no Person or Persons for doing thereof be obliged or compelled to go above—Miles, (*or to Travel further than the Cities of London or Westminster, or one of them,*) from his, her or their then Place of Abode or Habitation,) and so as such further Assurance or Assurances contain no other or further Covenants or Warranty than against the Party making request to execute the same, and his Heirs, Executors and Administrators) only, and all Persons lawfully claiming, or which shall lawfully claim; by, from or under him, them, or any of them.

In a Release of an Annuity.

—That the the said A. J. and all and every other Person and Persons whomsoever, lawfully claiming or to claim, by, from or under her, the said hereby released Annuity, or any Part thereof, shall and will at any Time hereafter during the Life of her the said A. J. upon the reasonable, &c. of the said J. S. her Executors or Administrators, make, &c. for the further, better and more effectual releasing and surrendering the said Annuity or yearly Sum of—unto the said J. S. her Executors and Administrators, as by, &c.

In a Marriage Settlement.

—That the said J. E. (*the intended Husband*) his Heirs, Executors and Administrators, shall and will from Time to Time, and at all Times hereafter upon, &c. of the said J. S. and C. P. (*the Trustees*) their Executors, &c. make, &c. in the Law whatsoever, as well for the Corroborating and Strengthening of these Presents, as also for the further and better Conveying, Assigning, Assuring and Confirming of all and singular the herein before mentioned and intended to be hereby released and assigned Freehold and Leasehold Premises, as likewise of the said Annuities, Stocks, and other the Premises respectively, unto them the said J. S. and C. P. their Heirs, Executors and Assigns respectively; (*Nevertheless to the several Uses, upon the several Trusts, Intents and Purposes, and subject to the several Provisoes, Conditions and Agreements herein and hereby respectively mentioned, expressed and declared of and concerning the same,*) as by their or any of their Counsel learned in the Law shall in that Behalf be reasonably advised or required.

In a Deed of Partition.

—The said Manor, &c. herein before elected, allotted and limited to the said P. C. as and for her Part and Share of and in the said hereby granted and released Manor, &c. or any Part or Parcel thereof, by, from or under the said M. C. W. M. S. M. and A. his Wife, and S. M. any or either of them, their, any or either of their Heirs or Assigns, or in Trust for them, or any or either of them, shall, &c. for the better Assuring, Conveying, Surrendering and Confirming of the said Manor, &c. herein before elected, allotted and limited in Use to the said P. C. as and for her Part and Share of and in the said hereby granted and released Manor, &c. or any Part or Parcel thereof, with their and every of their Appurtenances, unto and to the Use of the said P. C. her Heirs and Assigns, be the same, &c.

In a Deed of Exchange.

—hereby granted or released by the said Lord V. St. J. in Exchange as aforesaid, or mentioned or intended so to be, &c.

In a Deed of Enfranchisement.

—for the further, better, more perfect and absolute Enfranchising and Making free, Conveying and Assuring the said Messuage, &c.

Another.

—for the further and better Assuring, or Enfranchising and Conveying the said Premises hereby granted, or intended so to be, to and to the Use of the said C. R. his Heirs and Assigns, as by, &c.

In a Mortgage by Lease.

AND also, that if any Default shall happen to be made in Payment of the said Sum of — or any Part thereof, contrary to the Tenor of the aforesaid Covenant, Condition, or Agreement in that Behalf, that then and at all Times from thenceforth, he the said R. S. his Heirs or Assigns, and all and every other Person or Persons, having or lawfully claiming any Estate, &c. shall and will, &c.

Another.

AND moreover, that after such Default shall be made in Payment of the said Sum of, &c. contrary to the true Intent and Meaning of these Presents, he the said J. Lord W. shall and will do or cause to be done any further, &c. for the further and better Assuring the said Premises to the said J. F. his, &c. during the Residue of the said Term of — Years, as shall be then to come and unexpired, discharged of the said Proviso, and his the said J. Lord W.'s Right, Power and Equity of Redemption, as he the said J. F. his Executors, &c.

That all further Assurances shall enure to the Purchaser.

Further Assurance to enure to the Purchaser.

AND it is covenanted, declared and agreed by and between all the said Parties to these Presents, for themselves, their Heirs and Assigns, that all and every such further and other Assurance and Assurances which shall or may at any Time or Times hereafter be made, levied, suffered or executed by or between the said Parties to these Presents, or any of them, of the said Manor, &c. Hereditaments, and all or any other the Premises herein before mentioned, or intended to be hereby granted, released and confirmed, or any Part or Parcel thereof, shall be and enure, and are intended and shall be construed and taken, and are hereby declared by all the said Parties to these Presents, to be and enure to and for the proper Use and Behoof of the said D. and E. and of their Heirs and Assigns for ever, and to or for no other Use, Intent or Purpose whatsoever.

Another by Co-Heirs.

— That all Fine and Fines, Feoffment and Feoffments, Recovery and Recoveries, Conveyance and Conveyances, Assurances, Acts, Deeds and Things whatsoever, hereafter to be had, made, &c. by or between the said Parties to these Presents, or any of them, or whereunto they or any of them shall be Party or Parties of the said several Messuages, &c. or any Part or Parcel thereof, shall be and enure, &c.

To levy a Fine.

AND for the further, better and more perfect Conveying and Assuring of all and singular the herein before mentioned and intended to be hereby granted and released Manor, &c. with their and every of their respective Appurtenances, to and for the several and respective Uses herein before mentioned and limited of and concerning the same; it is hereby covenanted, agreed and declared by and between all the Parties to these Presents, **And** the said M. C. for herself and her Heirs, and the said W. M. for himself and his Heirs, and the said S. M. for himself, and for the said A. his Wife, and their respective Heirs, and the said S. M. (Party thereto) for herself and her Heirs, and the said P. C. for herself and her Heirs, *Do* and each of them *Doth* severally and respectively, and not jointly, covenant, promise and agree, to and with the said C. S. and W. P. that they shall and will, at the Costs and Charges in the Law of the said C. S. and W. P. some time before the End of — Term (now) next ensuing (the Date hereof,) acknowledge and levy in due Form of Law, in his Majesty's Court of Common Pleas at *Westminster*, before his Majesty's Justices of the same Court, unto the said C. S. and W. P. and their Heirs, or to the Heirs of one of them, one or more Fine or Fines *sur Conuissance de droit come ceo*, &c. with Proclamation to be thereupon had and made, (according to the Statute or Statutes in that Behalf made and provided, and) according to the usual Course of or for Fines, with Proclamations for Assurance of Messuages, Lands, Tenements and Hereditaments in the said Court, at this Time used and accustomed, of all and singular the herein before mentioned and intended to be hereby granted and

and releafed (and confirmed) Manor, &c. with their and every of their respective Appurtenances, by fuch apt and fit Name and Names, Number of Meffuages, Acres, Quantities and Qualities of Land, Descriptions and Particulars, and other Certainties, and in fuch Manner and Form, as fhall be advifed, and thought fit for that Purpofe, (or as by the faid — their Heirs and Affigns, or either or any of their Counfel learned in the Law, fhall be reasonably devifed, advifed and required.)

The like from Husband and Wife, and their Truftees, to two Purchafors.

AND the faid *A.* for himfelf and the faid *F.* his Wife, and their Heirs, and each of them the faid *B.* and *C.* for himfelf, and his Heirs only and feverally, and not jointly, nor one for another, do feverally and refpectively covenant, &c. to and with the faid *D.* and *E.* and their Heirs and Affigns, jointly and feverally by thefe Presents, that they the faid *A.* and *F.* his Wife, *B.* and *C.* and their Heirs, fhall and will at the Cofts and Charges of the faid *D.* and *E.* their Heirs and Affigns, before, &c. (as before.)

The like from the Husband and Wife and eldeft Son.

AND the faid *A.* (the Husband) and *C.* (the Son,) for themfelves and their Heirs jointly and feverally do covenant, &c. to and with the faid *D.* his Heirs and Affigns by thefe Presents, that they the faid *A.* and *B.* his Wife, and *C.* and their Heirs, fhall and will, &c. (as before.)

The like from a Husband and Wife to a Husband and Wife, for the Ufe of themfelves and the Survivor of them, and the Heirs of the Husband.

AND the faid *A.* for himfelf and the faid *B.* his Wife, and their Heirs, do covenant, &c. with the faid *E.* and *F.* his Wife, and to and with the Heirs and Affigns of the faid *E.* by thefe Presents, that he the faid *A.* and the faid *B.* his Wife, or their Heirs, fhall and will, at the Cofts and Charges of the faid *E.* and *F.* his Wife, or of the Heirs or Affigns of the faid *A.* before, &c. levy, &c. unto the faid *E.* and *F.* his Wife, and the Heirs of the faid *E.* one or more, &c. ~~Which~~ faid Fine, &c. to be and enure to and for the only proper Ufe and Behoof of the faid *E.* and *F.* his Wife, and the longer Liver of them, and of the Heirs and Affigns of the faid *E.* for ever, and to and for no other Ufe, Intent or Purpofe whatfoever.

To levy a Fine fur Concefferunt, or fur Grant and Release, in a Release of a Rent-Charge.

— one or more Fine or Fines *fur Concefferunt*, or *fur Grant and Release*, of the faid Rent of 100*l.* per Ann. which faid Fine, fo to be levied as aforefaid, fhall be and enure, and is hereby declared to be and enure, for the more effectual extinguifhing the faid annual Rent of 100*l.* and for exonerating and intirely difcharging the faid Manors, &c. herein before mentioned to be purchafed as aforefaid, from the Payment thereof, or any Part thereof, and to no other Ufe, Intent or Purpofe whatfoever.

That a (a) Man and his Wife fhall join in a Fine.

AND the faid *N. B.* for himfelf and his Heirs, and for *B.* his Wife, doth covenant, &c. to and with the faid *R. E.* his Heirs and Affigns by thefe Presents, that he the faid *N. B.* and *B.* his Wife, fhall at the Cofts and Charges in the Law of the faid *R. E.* his Heirs or Affigns, or fome of them, join in the fame Fine or Fines abovementioned in the Levying and Acknowledging thereof, in Manner aforefaid.

That a Fine levied fhall enure to fuch and fuch Ufes.

AND it is hereby further covenanted, agreed and declared by and between all the Parties Covenant de- to thefe Presents, and the true Intent and Meaning of them and of thefe Presents, is, claring the that as well all and fingular the faid Fine and Fines fo as aforefaid, or in any other Manner Ufes.
or

(a) This is feldom ufed; but when it is, it is ufually put between the Covenant to levy a Fine, and the Cove-
nant to declare the Ufes.

or Sort to be had, acknowledged, levied or executed; and also all and every other Fine and Fines, (*Conveyances and Assurances in the Law whatsoever*,) already (*heretofore*) had, made, acknowledged, levied, (*suffered*) and executed, or hereafter to be had, made, acknowledged, levied, (*suffered*) and executed of the said hereby granted and released Manor, &c. Hereditaments and Premises, or of any Part or Parcel thereof, (*except, &c.*) by or between the said Parties to these Presents, or any of them, shall be and enure, and shall be adjudged, construed, (*expounded*,) deemed and taken to be and enure, and so are and were meant and intended, and are hereby agreed and declared to have been, and to be and enure, (*or say*, and by the said Parties hereto, it is agreed and declared, and that the same shall be and enure) to and for the Uses, Intents and Purposes herein before and after mentioned, limited and expressed of and concerning the same respectively; (that is to say) *As to*, for and concerning the said Manor, &c. to the only Use and Behoof of the said P. C. and her Heirs and Assigns for ever; *And as to*, for and concerning all and singular, &c. to, &c. and to and for and upon no other Use, Trust, Intent or Purpose whatsoever; ~~Which~~ said Fine or Fines so as aforesaid, &c. (*as above*,) to and for the only proper Use and Behoof of the said D. and E. and of their Heirs and Assigns for ever, and to and for no other Use, Intent or Purpose whatsoever.

That a Recovery may be suffered.

— It is covenanted, declared and agreed by and between all the said Parties to these Presents, that on this Side or before the End of — Term next ensuing the Date of these Presents, it shall and may be lawful to and for the said W. E. at the Costs and Charges of the said R. S. or his Heirs, to sue forth and prosecute one or more Writ or Writs of Entry *sur Disseisin en le post*, against the said S. R. and S. S. or the Survivor of them, or his Heirs, returnable before the Justices of the Court of Common Pleas at *Westminster*, or the Manor, &c. and all and singular other the Premises, with the Appurtenances, by the Name of the Manor of, &c. nine Messuages, &c. with the Appurtenances in, &c. or by such other Names, Quantities of Acres and Descriptions as shall be thought fitting, thereby demanding the said Manor, &c. by such Names as aforesaid, or such other Names, Quantities of Acres and Descriptions as shall be thought fitting, unto which Writ or Writs the said S. R. and S. S. or the Survivor of them, or his Heirs, shall appear and vouch to Warranty the said J. A. who shall thereupon appear *Gratis*, and enter into the Warranty and vouch over the common Vouchee, who shall thereupon appear and imparle, and after make Default, so that a good and perfect Common Recovery may be had by the Demandant in the said Writ or Writs, against the Tenant or Tenants, in the same Writ or Writs, with Judgment for the Tenant or Tenants, to recover over in Value against the said J. A. and for the said J. A. to recover over against the common Vouchee, according to the Form and Course of Common Recoveries with double Vouchers. *Vide* the Declaration of the Uses, Tit. **Declaration.**

To suffer a Common Recovery after a Fine levied.

To suffer a
Recovery.

AND further, that after the Acknowledging and Levying the said Fine to the said R. E. and T. B. by the said T. B. and M. his Wife, and N. B. and B. his Wife, before the End of the said — Term next ensuing the Date hereof, a good and perfect Common Recovery, in the Nature of a Common Recovery for Assurance of Lands, shall at the proper Costs and Charges in the Law of the said R. E. be had, executed and perfected against the said R. E. of and for all and singular the said Messuages, &c. whereof the said Fine shall be levied as aforesaid, in the Proceeding for which Recovery the said T. B. shall come in and appear as Vouchee, and for that Purpose a Writ of Entry *sur disseisin in le post* shall be brought in the Name of the said J. D. Plaintiff or Demandant against the said R. E. and T. E. as Tenants of and for all and singular the said Messuages, &c. with their and every of their Appurtenances, by such Names, Quantities, Qualities, Contents and Numbers of Messuages and Acres as shall be apt and convenient, to which Writ the said R. E. and T. E. shall appear *Gratis* in their proper Persons, and shall vouch to Warranty the Premises to the said T. B. Party to these Presents, who shall vouch the common Vouchee, and such further Proceedings shall be had thereupon, that a good and perfect Common Recovery with Voucher of the said T. B. shall and may be had, prosecuted and executed in and upon the said Writ of Entry, in all Things according to the usual Order and Form of Common Recoveries, with double Vouchers for Assurance of Lands in such Cases used.

Covenant that as well a Fine as a Recovery shall be to the Use of the Grantee, &c.

AND it is further covenanted, concluded, declared and agreed by and between the said Parties to these Presents, for them and their Heirs, and the true intent and Meaning of them and of these Presents is, that from and immediately after such Time as the said Common Recovery shall be had, executed and perfected of the Premises as aforesaid, as well the said Fine as the said Recovery, and the Executions thereof respectively, and all and every other Fine and Fines, Common Recovery and Recoveries, and other Assurances of the Premises, or any of them, or of any Part or Parcel thereof, by any Name or Names whatsoever, shall be and enure, and shall be construed, expounded, adjudged, deemed and taken to be and enure, to the said Recoveree, and his Heirs, and all and every other Person and Persons, which now stand and be seised, or which at any Time or Times hereafter shall stand and be seised of the Premises hereby granted and released, or meant, mentioned, &c. or any of them, or any Part or Parcel thereof, **To** the only proper Use and Behoof of the said R. E. his Heirs and Assigns, and to and for no other Use, Intent or Purpose whatsoever.

Uses of Fine
and Recovery.

H. Covenants, &c. to produce Writings, to deliver up Writings, and to procure Writings, &c.

From a Purchaser to a vendor, that he will produce the original Grant of the Premises, together with other Lands, to justify the Title of the Purchaser of the other Lands (at his Request); and save harmless the said Vendor from the like Covenant of his Ancestor.

(By Deed Poll.)

TO all, &c. K. of — sends Greeting. **Whereas** J. D. of — did purchase of G. M. three Clofes called, &c. and by Indenture *Tripartite*, dated, &c. and made between the said G. M. and A. his Wife, and J. P. of the first Part, the said J. D. of the second Part, and L. S. of the third Part, the said J. D. did for himself, his Heirs and Assigns, covenant with the said L. S. to produce and shew forth, for the Manifestation of his the said L. S.'s Title to certain Lands in — a certain Indenture, dated the — made between G. P. of the one Part, and the said G. M. of the other Part, the said Indenture being a Grant to the said G. M. as well of the said Clofes sold by him to the said J. D. as of the Lands in — sold to the said L. S. **And whereas** the said J. D. is dead, and J. D. of — Son and Heir of the said J. D. of — hath sold the said three Clofes called — to the said C. K. and his Heirs, and hath delivered to the said C. K. the said Indenture dated — : **Now know ye**, that the said C. K. for himself, his Heirs and Assigns, doth covenant, promise and grant to and with the said J. D. the Son, his Heirs and Assigns, that he the said C. K. his Heirs and Assigns, shall and will on reasonable Request of the said L. S. his Heirs and Assigns, produce and shew forth the said Indenture, dated — at any Trial or Trials for the Justification of the Title of the said L. S. his Heirs and Assigns, and also save harmless and indemnified the said J. D. the Son, his Heirs, Executors and Administrators, of and from all Actions, Costs and Damages that shall be sustained by him or them, by his the said C. K.'s not producing the same, according to the Covenant of the said J. D. the Father. **In Witness, &c.**

To produce
Writings.

Another from a Purchaser to a Vendor, to produce Writings to manifest the Title of other Lands not sold.

(Inserted in the Purchase-Deed).

AND the said R. C. for himself, &c. doth covenant, grant and agree, to and with the said C. R. his Heirs and Assigns, and to and with every of them by these Presents, that if the said C. R. his Heirs or Assigns, shall at any Time or Times hereafter have Need or Occasion to plead, shew forth, or give in Evidence any Letters Patent, Deeds, Evidences or Writings, (whereof the said R. C. hath covenanted to deliver Copies as aforesaid, and which are not hereby bargained and sold) of him the said R. C. touching or concerning the Premises, or any Part or Parcel thereof, for the Maintenance and Defence of the Title of the said C. R. of, in and to the Premises, or any Part thereof, or for any other just

or reasonable Occasion in any wise touching or concerning the Premises, or any Part thereof; that then and so often the said R. C. his Heirs and Assigns, upon Request in that Behalf to be made by the said C. R. his Heirs and Assigns, and at the Costs and Charges of the said C. R. his Heirs and Assigns, shall and will produce and shew forth, or cause to be produced and shewed forth all and singular the said Letters Patent, Deeds, Evidences and Writings, or so many of them as shall be thought needful by the said C. R. his Heirs or Assigns, in any Court or Courts of Record, or elsewhere, for the Maintenance and Defence of the Title of the said C. R. of, in and to the said bargained Premises, or any Part or Parcel thereof, or for any other just and reasonable Cause as aforesaid, and shall and will permit and suffer the same to remain so long as the said C. R. his Heirs or Assigns, shall use or have Occasion for the same.

Another by Deed Poll from a Purchaser to the Vendor, to produce Writings mentioned in a Schedule annexed, to justify a Title.

TD all, &c. W. of, &c. sends Greeting. **W**hereas G. &c. by Indentures of Lease and Release, bearing Date, &c. for the Consideration therein mentioned, did grant, &c. unto the said W. his, &c. for ever, several Messuages, &c. situate, &c. in the said Indenture particularly mentioned, and all Deeds and Writings belonging to the said Premises, as thereby, Relation, &c. and thereupon the said G. hath delivered to the said W. to his own Use, the several Deeds and Writings concerning the said Premises mentioned in the Schedule hereunto annexed: **N**ow these Presents witness, that the said W. doth hereby for himself, his, &c. covenant, &c. to and with the said G. his, &c. that he the said W. his Heirs and Assigns, from Time to Time, and at all Times hereafter, upon the Requests, and at the Costs and Charges of the said G. his, &c. or of such Person or Persons, to whom all or any of the other Messuages, &c. mentioned in the said Deeds, or any of them do or shall belong, shall and will produce and shew, or cause to be produced and shewed in any Court or Courts of Record, or other Place or Places within the Cities of L. and W. all or any of the said Deeds, Evidences and Writings which concern any other Messuages, &c. therein mentioned jointly with the said Premises so sold by the said G. as aforesaid, to remain and justify the Right and Title of such Person or Persons, to such other the Messuages, &c. therein mentioned, which are not sold to the said W. as aforesaid, or shall and will at such his or their Request and Charges, grant true and fair Copies of all or any of the said Deeds and Writings as shall be required, (Casualties and inevitable Accidents which may happen or come to the said Deeds or Writings, or any of them, excepted). **I**n Witness, &c.

The Title of the Schedule.

The Schedule of the Writings whereof Mention is made in the Deed whereunto this is annexed.

From a Releasee to Trustees, that he and his Wife will produce and deliver Deeds to enable them to make a Title and join in the Conveyances.

AND the said J. W. for himself, &c. doth covenant, promise and grant to and with the said (Trustees) their Heirs and Assigns, that he the said J. W. and J. his Wife, shall and will from Time to Time during the Continuance of the said Trust, on the Request of the said (Trustees) their Heirs and Assigns, but at his the said J. W.'s own Costs and Charges, produce, shew forth and deliver unto the said N. W. and P. N. all and every the Deeds and Writings touching the said Trust-Estates, thereby to enable them to make a Title to the same, and also join in the Conveyances to be made to the respective Purchasers, and in all Fines, Recoveries, and other reasonable Securities as shall be required by such Purchaser or Purchasers, and enter into all reasonable Covenants usual in Purchases.

Another from a Vendor to a Purchaser, that he will produce original Writings which concern the Lands sold and other Lands, and of which the Purchaser has had Copies.

TD all, &c. C. of &c. sends Greeting. **W**hereas S. of, &c. hath bought and purchased of the said C. — Messuages, &c. with the Appurtenances, situate, &c. and the same by Indentures of Lease and Release, the Lease bearing Date, &c. and the Release bearing

bearing even, &c. and by other Ways and Means in the Law, are conveyed and assured unto the said S. her Heirs and Assigns: **And whereas** the said C. hath in his Hands one Deed, &c. [*Recite the Deed.*] which said Deeds do concern the Title of the said C. as well of, in, and to several other Messuages, Lands and Tenements to him belonging, as the Title of the said S. in and to the several Messuages of Tenements in, &c. so by her bought and purchased as aforesaid, the Copies whereof are delivered to the said S. **Now therefore these Presents witness**, that the said C. for himself, his Heirs, &c. doth covenant, &c. to and with the said S. her Heirs, &c. by these Presents, that he the said C. his, &c. from Time to Time, and at all Times hereafter, upon the Request, and at the Costs and Charges of the said S. her, &c. or such Person or Persons, to whom all or any of the Messuages or Tenements so by her bought and purchased as aforesaid, shall come or belong, shall and will produce and shew, or cause to be produced and shewed in any Court or Courts of Record, or other Place or Places within the Cities of *London* and *Westminster*, both or either of the said Deeds, to maintain and justify the Right and Title of the said S. her Heirs, &c. to the said several Messuages or Tenements aforesaid, (Casualties and inevitable Accidents which may happen or come to the said Deeds, or either of them, excepted.) **In Witness &c.**

From the owner of a Ship to one who bought a Part of him, to produce the original Bill of Sale of the whole Ship.

Whereas W. of, &c. hath sold unto J. of, &c. — Part of the Ship K. Burthen, &c. and hath delivered to the said J. the Bill of Sale thereof, granted by L. to S. and by her assigned to the said W. **Now** the said J. doth hereby for himself, &c. covenant &c. that he the said J. his, &c. shall and will at the Charge of the said W. produce and shew the said Bill of Sale granted by the said L. in any Court, or elsewhere, within the, &c. if need be, to justify and make out how the said W. became intitled to the said — Part of the said Ship by him sold as aforesaid. **In Witness, &c.**

To produce the original Deed of the Copy hereto annexed.

Whereas A. of, &c. hath on the Date hereof delivered unto W. of, &c. an original Declaration and Covenant, under the Hand and Seal of B. of, &c. a true Copy whereof is hereunto annexed: **And whereas** since the Date of the abovementioned Writing, P. of, &c. Executor of the therein mentioned B. did, for good Consideration, assign a Bond, or Obligation and Bill of Sale, of the — Part of the Ship M. in the said Deed mentioned, unto the said A. and the said A. hath sold the — Part of the said Ship unto the said W. by Bill of Sale of the Date hereof: **Now** the said W. &c. does covenant, &c. that he the said W. his, &c. shall and will at any Time or Times, at the Request and Charges of the said A. his, &c. produce and shew the said Declaration and Covenant under the Hand and Seal of the said B. in any Court or Courts, or elsewhere within, &c. the better to enable the said A. his, &c. to recover and receive the Monies due upon the said Bond or Obligation therein mentioned, as Occasion shall require. **In Witness, &c.**

That an Apprentice's Friend will produce the Indentures of Apprenticeship, now delivered up, (on discharging him) to enable the Executrix of his late Master to recover Wages for his Sea-Service.

Whereas at the Request of A. B. senior, of, &c. C. D. Executrix of Captain W. D. deceased, hath discharged A. B. Son of A. B. senior, the Apprentice of the said W. D. from his Service and Apprenticeship, and for that Purpose hath delivered up the said A. B. the Son's Indentures of Apprenticeship, to T. P. of, &c. for and on the Behalf of the said A. B. senior; but in Regard there are Wages due for the Service of the said A. B. junior, on Board the Ship E. and on Board his Majesty's Ship the D. **Therefore** it is agreed, and the said T. P. for himself, his, &c. for and on Behalf of the said A. B. the Father, **Doth** covenant, &c. to and with the said C. D. that the said Indentures shall not be cancelled, but that he the said A. B. senior, or he the said T. P. on his Behalf, will produce the said Indenture at any Time when required by the said C. D. her, &c. to enable her to recover and receive to her own Use the Wages due for the Service of the said A. B. the Son, on Board the said Ship E. and D. as he was the Servant of the said W. D. and to justify her Right to the same, and either of them. **In Witness, &c.**

To deliver up a Lease mislaid, when found, it being assigned by way of Mortgage.

To deliver up
Writings.

T**O** all, &c. A. of, &c. sends Greeting. **Whereas** by Indentures of Assignment or Mortgage, under, &c. of the said A. bearing Date, &c. in Consideration, &c. he the said A. Did assign and set over unto the said B. her, &c. the therein recited Indenture of Lease, dated, &c. made from M. &c. to N. of, &c. of all that, &c. for the Term of, &c. at the yearly Rent of — payable as therein is mentioned, and the several mean Assignments of the said Lease and Premises thereby demised and assigned, subject to the Proviso therein contained for making void thereof on Payment of the Sum of, &c. on, &c. as thereby, Relation, &c. **And whereas** the said original Lease granted by and from the said M. is at present mislaid, so that the same could not be delivered into the Hands of the said B. with the several mean Assignments thereof, as the same ought to be: **Now therefore know ye**, that the said A. for himself, his, &c. doth covenant, &c. to and with the said B. her, &c. by these Presents, that he the said A. his, &c. when and as soon as the said Lease shall be found or recovered, he the said A. his, &c. and any other Person or Persons in whose Hands, Custody or Possession the said Lease is or shall be known, found or discovered to be, shall and will deliver, or cause and procure the said Lease to be delivered unto the said B. her, &c. to and for her and their own proper Use, until full Payment of the said sum of — l. so lent as aforesaid, and the Interest to grow due for the same. **In Witness, &c.**

From a Mortgagor, to procure a Release from the Heir.

To procure
Writings.

T**O** all, &c. C. of, &c. and F. of, &c. send Greeting. **Whereas** the said F. by indenture bearing Date with these Presents, hath granted, &c. to R. of, &c. several — therein mentioned, situate, &c. for 500 Years as a Mortgage, to be void on Payment of — l. as therein is mentioned: **Now** the said C. and F. do hereby jointly and severally oblige ourselves, and do covenant, promise and agree for themselves, their Heirs, &c. to and with the said R. his Executors, &c. that they, or some of them, at their own proper Costs and Charges, will within — Months from the Date, &c. procure a sufficient Conveyance or Release from L. &c. or whoever else now claims any Right or Title of, in or to all or any Part of the said Premises so granted and mortgaged as aforesaid, as Heir or Heirs, to or by, from or under N. &c. and O. of, &c. or either of them. **In Witness.**

III. Covenants concerning the Eviction of Estates.

That if any Part of the Premises limited or allotted in a Deed of Partition be evicted or taken away, or affected with any latent Incumbrance by any defect of Title, the Loss suffered by any of the Parties shall be made good and born by all of them, and that each of the Parties out of her Annuity shall bear a proportionable Part.

Eviction:

— That if any Part or Parcel of the Hereditaments or Premises herein before accepted by, and limited and allotted to them the said W. M. S. M. A. his Wife, S. M. and P. C. in Manner as aforesaid, shall at any Time or Times hereafter, during the Space of — Years now next ensuing, be lawfully evicted, recovered or taken away from them the said W. M. S. M. and A. S. M. and P. C. or any of them, their or any of their Heirs or Assigns, or affected with any latent Incumbrance for or by Reason of any Defect of Title in the said J. C. the Testator, or prior Right or Title in any other Person or Persons, that then and in such Case the Loss or Damage to be had, or suffered or sustained by any of the Parties hereto, or to his or their or any of their Lands, Tenements or Hereditaments, by any such Eviction, Recoveries, Title or Incumbrance, be made good, paid and satisfied by such other of the said Parties to these Presents, whose Estate or Estates hereby limited to them respectively in Use as aforesaid shall not be affected by such Eviction, Recovery, Title, or Incumbrance, in equal Proportions, Share and Share alike; save only that the Party so suffering Damage shall also bear and sustain a proportionable Part thereof; and in Case the said respective Lands, Tenements, Hereditaments and Premises shall not, pay, make good and satisfy such their proportionable Part and Share, according to the true Intent and Meaning thereof, then and in such Case the several and respective Manors, Hereditaments and Premises herein before respectively accepted, limited and allotted to such of the Parties so refusing to pay, satisfy and make good the same, shall from thenceforth stand and be charged

charged and chargeable, and the same are hereby charged, and made chargeable and liable to the Payment, Satisfaction and making Good of the proportionable Part of all such Damage to be sustained or occasioned as aforesaid, as fully and effectually to all Intents and Purposes, as if so much of the said Premises limited in Use to such respective Party or Parties so refusing had been hereby vested in the said C. S. and W. P. for that very Purpose: And that the said M. C. shall and will also in Case of such Eviction or Incumbrance as aforesaid, from the Time the same shall happen, abate for the future during her natural Life, so much and such Part of the Annuity or annual Payment that are or is intended and agreed to be secured to her as before mentioned, as shall be equal in annual Value to the yearly Value of such Part of the Premises as shall be so evicted, recovered or taken away from any of the said Parties respectively, or equally, to the annual Interest of what shall be recovered and paid in Discharge of any Incumbrance or Incumbrances that may happen to affect the said Premises hereby settled or conveyed, or any Part thereof.

That if any claim under the Feoffor, and thereby dispossess the Feoffee, then the Feoffor to be at the Charges of the Suit, but contra if not dispossessed, &c.

Whereas by Indentures of, &c. and other Assurance, B. senior, of, &c. and B. junior, his Son and Heir apparent, for the Consideration therein mentioned, have absolutely sold and conveyed to T. H. and J. H. his Son, of, &c. and their Heirs, to and for the Use of the said T. H. and his Heirs and Assigns for ever, several Pieces of Land, &c. therein particularly mentioned, as thereby may appear: **Now know all Men by these Presents,** That the said J. H. for himself, his Heirs, &c. doth covenant, &c. to and with the said B. senior, his Heirs, &c. by these Presents, that if at any Time or Times hereafter any Action, Suit or Prosecution, Actions, &c. at Law, or in Equity, which shall be brought, commenced or prosecuted by J. of, &c. or any lawfully claiming or to claim by, from or under him, or K. his Brother, deceased, against the said T. H. and J. H. their Heirs or Assigns, or either or any of them, or any claiming under them, either or any of them, for to recover the said Premises so sold and conveyed as aforesaid, or any Part thereof, and the Possession thereof, from the said T. H. and J. H. or their Heirs, or the Heirs or Assigns of the said T. H. or either or any of them, contrary to the Covenants of the said B. senior, in the said Indenture of Release contained for Enjoyment of the said Premises; and that by or upon any such Action, Suit or Prosecution, Actions, &c. the said T. H. and J. H. or their Heirs, or the Heirs or Assigns of the said T. H. or any or either of them, shall not be evicted from, or turned out of the Possession of the said Premises, in such Case he the said T. H. his Heirs or Assigns, are to bear, and will on his own proper Account bear and pay all Costs, Charges, Expences and Damages whatsoever, by or in Respect of any such Action, &c. or in defending the same, and his and their Right and Title to the said Premises, sold and conveyed as aforesaid; any Covenant, Article or Agreement in the said recited Indentures, or other Assurance contained, to the contrary notwithstanding: **But** if by any such Action, &c. the said T. H. and J. H. their Heirs or Assigns, or the Heirs or Assigns of the said T. H. or either or any of them, shall be evicted from or turned out of the Possession of the said Premises, then the said B. senior, his Heirs, &c. is to bear, and doth hereby covenant, &c. for himself, his Heirs, &c. to and with the said T. H. his, &c. to bear and pay all Costs, Charges, Expences and Damages, which the said T. H. his Heirs or Assigns, shall or may sustain by or in Respect of any such Action, &c. any Thing in these Presents to the contrary notwithstanding. **In Witness, &c.**

IV. Covenants concerning Marriages, Husbands and Wives.

That Trustees may put out the Marriage Portion, and apply the same and the Interest, &c. according to the Marriage Agreement, without any Suit, &c.

—The said R. J. (*the intended Husband*) for himself, his Heirs, Executors and Administrators, doth covenant, promise and grant, to and with the said J. C. &c. (*the Trustees*), ^{Husband and} ^{Wife.} their Executors and Administrators, that it shall and may be lawful to and for them, and the Survivors and Survivor of them, his Executors and Administrators, to put out the said Sum of — and to manage the said Stock, and pay and apply the same, and the Interest, Produce and Dividends thereof, on the Trusts aforesaid, according to the true Intent and Meaning of these Presents, without any lawful Let, Suit, Interruption or Disturbance of or by the said R. J. his Executors or Administrators, or any claiming or to claim by, from or under him, or by his Means, Assent, Consent, Privy or Procurement.

From the intended Husband to the Trustees, that in Case the intended Wife does not before the Marriage transfer Stocks, &c. he will join with her in transferring the same, subject to several Trusts.

AND the said *J. E.* for himself, his Heirs, Executors and Administrators, doth covenant, promise, grant and agree, to and with the said *J. S.* and *C. P.* their Executors, Administrators and Assigns, by these Presents, in Manner as follows, (that is to say) That in Case it shall so happen that the said *M. K.* shall not before the Solmnization of the said intended Marriage transfer and assign, in the proper Books for that Purpose, unto the said *J. S.* and *C. P.* the before mentioned long Exchequer Annuities, and other the Stocks and Premises transferred or to be transferred as aforesaid, or any of them, that then and in such Case he the said *J. E.* shall at any Time, upon the Request made to him by the said *J. S.* and *C. P.* or either of them, their or either of their Executors or Administrators, join with the said *M. K.* his intended Wife in the Transferring and Assigning of the said long Exchequer Annuities, Stocks, and other the same Premises herein before agreed and declared to be transferred as aforesaid, unto them the said *J. S.* and *C. P.* their Executors and Administrators, (*Subject nevertheless* to the several Trusts, and to the Intents and Purposes herein before mentioned and declared touching the said Premises, or any Part thereof); *And* that he the said *J. E.* shall do any further reasonable Act or Acts for the Purposes aforesaid.

That the intended Wife during the Coverture may make Deeds, or a Will of Freehold and Leasehold Estates, Stocks, &c. in Case of no Issue.

AND further, that (for and notwithstanding any Act, Matter or Thing whatsoever by him the said *J. E.* (*the intended Husband*) to be had, made, done, committed, executed, suffered or assented unto) it shall and may be lawful to and for the said *M. K.* his intended Wife, at any Time or Times during her Coverture, and at all Times (in Case of no Issue of the said intended Marriage living who shall be intitled to the said hereby granted and released Freehold Hereditaments and Premises, and also to the said Leasehold Messuages, Lands and Premises, and to the said Annuities, Stocks, and other the Personal Estate of her the said *M. K.* in Manner as aforesaid; *Subject nevertheless* to the Limitation and Provision herein before made, limited and provided, *In Trust* for the said *J. E.* in Case he shall survive the said *M. K.* his intended Wife of and in the said respective Premises, upon the several Contingences aforesaid) to make such Deed, Writing or Will in Manner aforesaid, and thereby give, direct, limit, appoint and dispose, as well of the said hereby granted, released and assigned Freehold and Leasehold Messuages, Lands, Hereditaments and Premises, and also of the said — *l.* Capital Stock out of the said Annuities, Stocks, and other the Premises to be by her disposed of as aforesaid, to such Person or Persons, and to and for such Uses, Trusts, Intents and Purposes, and in such Manner and Form as she the said *M. K.* (notwithstanding her said intended Coverture, and whether Covert or Discover) shall at any Time think fit; *And* that the said *J. E.* his Heirs, Executors and Administrators, and all and every other Person and Persons whomsoever claiming or to claim by, from or under him or them, shall not question, controvert, obstruct or hinder such Disposition of her the said *M. K.* of and in the said respective Premises so to be by her given and disposed of as aforesaid. *And further*, that all and all Manner of such Gifts and Dispositions whatsoever to be by her the said *M. K.* so made and done, as well of the said hereby released and assigned Freehold and Leasehold Messuages, Lands, Tenements, Hereditaments and Premises, as also of the said Sum of — *l.* herein before appointed to be by her the said *M. K.* given and disposed of out of the said Annuities, Stock, and other the Premises so assigned, upon the Trusts aforesaid, shall at all Times be as good and effectual in the Law as if he the said *J. E.* had himself joined in the same with them the said Trustees, or with her the said *M. K.* or as if she were a Feme Sole.

That the Husband shall permit the Wife to live separate from him; and to be in such Places, with whom, and follow such Business, as she pleases, &c. notwithstanding her Coverture.

— Doth hereby for himself, his Executors and Administrators, and for every of them, covenant, promise and agree, to and with the said *A.* (*the Trustee*) his Executors, Administrators and Assigns, and doth also agree with the said *A.* his Wife, in Manner and Form following, (that is to say) That it shall and may be lawful to and for the said *A.* his Wife,
and

and that he the said G. G. shall and will permit and suffer her the said A. from Time to Time, and at all Times from henceforth during her natural Life, to live separate and apart from him, and to reside and be in such Place and Places, and in such Family and Families, and with such Relations, Friends, and other Persons, and to follow and carry on such Trade and Business, as she the said A. from Time to Time, at her Will and Pleasure, (notwithstanding her present Coverture, and as if she were a Feme Sole and unmarried) shall think fit; and that he the said G. G. shall not, nor will at any Time or Times hereafter, sue her the said A. in the Ecclesiastical Court, or any other Court, for living separate and apart from him; or compel her to cohabit with him; or to sue, molest, disturb or trouble her for such living separate and apart from him, or any other Person or Persons whatsoever for receiving, harbouring or entertaining her; nor shall or will without the Consent of the said A. visit her, or knowingly come into any House or Place where she shall or may dwell, reside or be; nor send or cause to be sent any Letter or Message to her; nor shall or will at any Time hereafter claim or demand any of the Monies, Rings, Jewels, Plate, Clothes, Linen, Woollen, Household Goods or Stock in Trade which she the said A. now hath in her Custody, Power or Possession, or which she shall or may at any Time hereafter buy or purchase, or which shall be devised or given to her, or shall otherwise acquire, and that she shall and may enjoy, and absolutely dispose of the same, as if she were a Feme Sole and unmarried.

That the Husband will live separate from his Wife, and that the Wife may continue in the House she is in, and have the Use of the Goods, &c.

— That the said T. J. (the Husband) for himself, &c. doth covenant, promise and agree, to and with the said A. B. (the Trustee) his Executors, Administrators and Assigns, in Manner following, that is to say, That he the said T. J. shall and will from henceforth, for and during his natural Life, live separate and apart from his said Wife B. and shall not nor will hereafter cohabit, abide or dwell with her as his Wife, nor use or frequent her Company or Conversation at any Time or Times hereafter, or otherwise than as he may and might lawfully do with a Stranger: And further, that it shall and may be lawful to and for the said B. and her Assigns, for and during her natural Life, and the Separation aforesaid, to dwell and inhabit in the House in — wherein she now dwells, and have the Use and Occupation of the Goods, Chattels, Plate, Jewels and Household Stuff therein now standing and being in the Schedule to these Presents annexed, without any Molestation or Disturbance of or by the said T. J. his Heirs or Assigns, or any other Person or Persons lawfully claiming or to claim by, from or under him, them, or any of them, she the said B. from Time to Time paying and discharging the Ground-Rent of the said House, and keeping the same in good and substantial Repair.

That the Wife shall live separate from her Husband.

— The said A. B. (the Trustee) in Pursuance, &c. doth covenant, promise and agree, for himself, his Executors and Administrators, and also for the said B. (the Wife) to and with the said T. J. that she the said B. shall and will, &c. (as above to) with a Stranger.

That the Husband shall pay the Wife an Annuity during her Life. (In a Deed of Separation)

— (To the Wife's Trustee) That he the said G. G. his Executors or Administrators, or some or one of them, shall and will well and truly pay unto the said A. his Wife, or her Assigns, during the Term of her natural Life, for and towards her better Support and Maintenance, one Annuity, or yearly Sum of — of lawful, &c. free and clear of all Taxes, Charges and Deductions whatsoever; the said Annuity or yearly Sum of — to be paid and payable to her the said A. G. and her Assigns during her natural Life, at or upon the four most usual Feasts or Quarter-Days, viz. On — or within ten Days next after each of the said Quarter-Days, by four equal Proportions; the first quarterly Payment thereof to begin and be made on — next, or within — Days then next following.

And that the Husband shall pay to the Wife's Executors 10l. (if he survives her) towards her Funeral Expences. (In the like Deed.)

AND further, that in Case she the said A. the Wife of the said G. G. shall happen to depart this Life before him, and he shall her survive, then and in such Case he the said

said G. G. his Executors or Administrators, shall and will forthwith pay the Executors of her the said A. his Wife, the Sum of — for and towards Payment of Funeral Charges and Expences.

That the Wife shall receive several Annuities payable to the Husband. (In a Deed of Separation.)

AND further, that it shall and may be lawful to and for the said B. (*the Wife*), and the said B. is hereby authorized and impowered from Time to Time, and at all Times during her natural Life, and the said Separation aforesaid, to receive to her own particular Use one Annuity of 10*l.* payable by Mr. B. to the said T. J. and one other Annuity of — *£c.*

That the Wife (after the Husband's Death) shall have a House, Goods and Chattels, &c. (In the same Deed.)

AND further, that she the said B. (in Case she happen to survive the said T. J. and the said Separation continue to the Decease of the said T. J.) shall and may immediately after the Decease of the said T. J. possess and enjoy to the Use of herself, her Executors and Administrators, the whole Estate, Term and Interest of him the said T. J. of, in and to the House in — and also the said Jewels, Plate, Household Stuff, Goods and Chattels in the Schedule hereunto annexed, and every of them; and shall also, for and during the Term of her natural Life, have, take, receive and enjoy all the Rents, Issues and Profits of one other House of the said T. J. in — now in the Tenure of —

That the Husband shall pay his Wife the Produce of her Jointure to her former Husband. (In the same Deed.)

AND further, that he the said T. H. shall and will yearly and every Year during the natural Life of the said B. for her future separate Maintenance, all Rents, Issues and Profits of her Jointure, to her former Husband R. B. situate in — when and so often as he shall and conveniently may receive the same; **Saving**, and only excepted out of the yearly Rents, *£c.* of that Estate — *l. per Ann.* deducting Taxes, which is agreed to be retained by him the said T. J. **To** his own Use out of the Rents and Profits of that Estate.

That if the Husband survives the Wife, then the House, Goods and Chattels, (covenanted before by him for her Use during her Life) to be restored to him. (In a Deed of Separation.)

AND farther, that in Case the said T. J. (*the Husband*) shall happen to survive the said B. (*the Wife*) that then the said Plate, Jewels, Household Stuff, Goods and Chattels in the said Schedule to these Presents annexed, and every Part thereof, shall immediately after the Decease of the said B. be put into the actual Possession of the said T. J. together with the said Dwelling-House in — aforesaid, whole, safe and undefaced, and in as good Plight, Condition and Value as the same now is, reasonable Wear and Usage only in the mean Time excepted.

That the Trustee shall indemnify the Husband from the Wife's Debts, &c.

AND further, that the said A. B. (*the Trustee*) his, *£c.* or some of them, shall and will from Time to Time, *£c.* during the natural Life of the said B. (*the Wife*) and the Continuance of the Separation aforesaid, save, keep harmless and indemnified the said T. J. (*the Husband*) his Heirs, *£c.* and every of them, of and from all and all Manner of Action and Actions, Damages and Expences whatsoever, which he the said T. J. his Heirs, *£c.* or any of them, shall or may suffer, sustain or be put unto, for or by Reason of the said B.'s contracting any Debt or Debts, Duty or Duties, for any other Matter, Cause or Thing whatsoever, during the Continuance of the Separation aforesaid.

That

That the Wife shall have the Disposal of her Jewels, &c. and take her Share of her Husband's Personal Estate, according to the antient Custom of London.

— The said *J. B.* (the Husband) doth for, &c. covenant, &c. to and with the said (the Trustees) their Heirs, &c. that in Case the said intended Marriage shall be had and solemnized, and the said *C. G.* (the Wife) shall happen to survive the said *J. B.* her intended Husband, she the said *C. G.* shall and may have, receive, retain and keep to her own Use, over and above the other Provisions hereby made or agreed to be made for her, **All** the Watches, Rings, Necklaces, Buckles, Diamonds, Jewels, and other Ornaments of her Body, whereof or wherein she is now possessed or interested, and all such other Watches, Rings, Necklaces, Buckles, Diamonds, Jewels, and other Ornaments of her Body which he the said *J. B.* her intended Husband, or any other Person or Persons, shall at any Time hereafter give to the said *C. G.* or which she shall purchase with her own Money, without being in any wise answerable for the same, or any Part thereof, and without any lawful Let, Suit, Hindrance, Molestation or Interruption of or by the said *J. B.* his Executors, Administrators, Creditors, Debts or Engagements, or any other Person or Persons claiming or to claim by, from or under him, them, or any of them; **And** also have, receive and enjoy, over and above the Provisions aforesaid, such Part or Share of the Personal Estate of the said *J. B.* her intended Husband, as according to the antient Custom of the City of *London* shall belong to her; the said late Act of Parliament for altering the Custom of the City of *London* in any wise notwithstanding, or as would have belonged to her in Case the said Act had never been made.

And the Children, as to their Orphanage Part, the like.

AND that notwithstanding the said Act, the Children of the said *J. B.* and *C. G.* his intended Wife, shall be intitled to their Orphanage Part of the said *J. B.*'s Personal Estate, according to the said Custom of the said City of *London*.

From the intended Husband to Trustees, that he will pay 100 l. per Ann. to his intended Wife, pursuant to the Marriage Settlement.

AND the said *W. N.* (the intended Husband) for himself, his Heirs, Executors, and Administrators, doth covenant and agree to and with the said *J. E.* and *W. W.* (Trustees) their Executors, Administrators and Assigns, by these Presents, in Manner following, (that is to say), That he the said *W. N.* shall and will from Time to Time, and at all Times during the joint Lives of the said *W. N.* and *M. H.* (the intended Wife) well and truly pay or cause to be paid unto the said *M. H.* or her Assigns, the said yearly Sum of 100 l. secured by the said Term of 100 Years, at such Time or Times as the same is herein before limited and appointed to be paid, according to the true Intent and Meaning of these Presents.

And will not commit Waste, &c.

AND also that he the said *W. N.* or his Assigns, shall not nor will at any Time commit any wilful Waste or Destruction in or upon the herein before limited Wood Grounds in *W.* by grubbing or cutting of the same at improper Times, and shall only cut the same at such seasonable Times as other Woods thereabouts are usually cut, and that then only according to the Usage and Custom of that County.

That an intended Husband will pay the intended Wife's Mother a yearly Rent reserved to her, on assigning Premises for the Wife's Portion, and that in Consideration thereof the Wife's Mother will indemnify him from Ground-Rent, Costs, Charges, &c. in Respect of the Premises.

AND the said *T. R.* for himself, his Heirs, Executors and Administrators, and every of them, doth covenant, &c. with the said *E. H.* her Executors, Administrators and Assigns, by these Presents, that he the said *T. R.* his Executors, Administrators or Assigns, the said yearly Rent or Sum of — at such Time and in such Manner as herein before

mentioned, for and during the Term of — according to the Intent and true Meaning of these Presents : **And** (in Consideration thereof) the said *E. H.* for herself, her Heirs, Executors and Administrators, doth covenant, &c. with the said *T. R.* his Executors, Administrators and Assigns by these Presents, that she the said *E. H.* her Executors, Administrators and Assigns, or some of them, shall and will from Time to Time during the Continuance of the said several Terms of — well and sufficiently save harmless and keep indemnified the said *T. R.* his Executors, &c. and his and their Goods and Chattels, Lands and Tenements, from and against the Ground-Rent reserved and payable to, for and in Respect of the said Messuage or Tenement, together with the said other Messuages or Tenements of the said *E. H.* and of, from and against all Costs, Charges, Damages and Expences which he the said *T. R.* his Executors, &c. or any of them, shall or may bear, sustain or be put unto, for, by Reason or Means, or on Account of the said Ground-Rent or yearly Rent so reserved and payable to — as aforesaid, for or in Respect of the said Premises, or any of them, or any Part or Parcel thereof. **In Witness, &c.**

A Deed of Covenant that the Husband and Wife shall levy a Fine of the Wife's Estate to the Use of the Husband for Life, and after his Death to the Use of the Wife, and her Heirs and Assigns for ever, with Power for the Wife to limit other Uses or Estates, and charge the Premises, &c.

THIS Indenture made, &c. **Between** *T. H.* of — and *W.* his Wife, of the one Part, and *J. S.* of — and *W. W.* of — (*Trustees*) of the other Part, **Witnesseth,** That for settling, conveying and assuring the several Manors, Lands, Tenements and Hereditaments herein after declared and expressed, and for divers other good Causes, &c. **He** the said *T. H.* for himself, and the said *W.* his Wife, **Doth** covenant, &c. with the said *J. S.* and *W. W.* their Heirs and Assigns, that he the said *T. H.* and *W.* his Wife, shall and will at the Costs and Charges of the said *T. H.* on this Side or before the End of, &c. before his Majesty's Justices, &c. levy to the said *J. S.* and *W. W.* and the Heirs of one of them, one or more Fine, &c. of all those, &c. and of the Reversion, &c. and of all the Estate, &c. by such apt and fit Name and Names, &c. as will effectually comprise the same; **Which** said Fine or Fines, so as aforesaid, or in any other Manner or at other Time levied or to be levied, shall be and enure, and are by the said Parties, and every of them, declared to be and enure to the Uses, Intents and Purposes herein mentioned, declared and expressed, (that is to say), **To the Use** and Behoof of the said *T. H.* and his Assigns, for and during the Term of his natural Life; and from and after his Decease, to the Use and Behoof of the said *W. H.* her Heirs and Assigns for ever; **Together** with such Powers, Privileges, Advantages and Authorities, as are herein after mentioned and reserved, (that is to say) That it shall and may be lawful to and for the said *W. H.* at any Time or Times during the Term of her natural Life, jointly with the said *T. H.* her Husband, or with any other Husband she shall hereafter happen to marry, or without the Consent of the said *T. H.* or any other Husband, and as if she were sole and unmarried, as often as she shall see Occasion, and at her Will and Pleasure, by any Deed or Deeds, Writing or Writings, to be by her sealed and executed in the Presence of three or more credible Witnesses, or by her last Will and Testament attested as aforesaid, to limit or appoint any new or other Use or Uses, Estate or Estates, of, in or concerning the said Manors, &c. comprised or intended to be comprised in the said Fine or Fines, or for and concerning any Part or Parts, Parcel or Parcels thereof, to any Person or Persons whatsoever, either in Fee-simple, or for Life or Lives, or for any Term or Number of Years absolute, determinable upon the Death of any one or more Person or Persons, as by the same Deed or Deeds, Writing or Writings, or last Will and Testament; and at the like Will and Pleasure of the said *W. H.* to charge the said Premises, or any Part thereof, with the Payment of any Sum or Sums of Money in Gros, or with an annual Sum or Sums, to be paid at such Days and Times, and in such Manner and Form, as the said *W. H.* shall, in and by such Deed or Deeds, Writing or Writings, or last Will and Testament, direct or limit, either with or without a Power of revoking any such Use or Uses, Estate or Estates, or any other Appointment hereby to be reserved to be made, and of appointing any new or other Use or Uses, Estate or Estates, of and in the said Premises, or otherwise of charging the same, or any Part thereof, after such Revocation made with the Payment of any Annuity, or other Sum or Sums of Money, as the said *W. H.* shall in her Discretion think fit. **In Witness, &c.**

V. Covenants for (a) Indemnity.

From a Vendor to indemnify a Trustee (or other Person) on his joining in the Sale of an Estate.

AND the said A. for himself, his Heirs, &c. doth covenant, promise and agree, to and with the said B. his Heirs, &c. by these Presents, that he the said A. his Heirs, &c. shall and will from Time to Time save and keep harmless and indemnified the said B. his Heirs, &c. of and from all such Costs, Charges, Damages and Expences, as he or they shall or may sustain or be put unto by Reason, Means or Occasion of his executing these Presents, and of the Sale thereby made, * other than and except for any Act or Thing by him the said B. solely done or committed, whereby or wherewith the said Premises or any Part thereof, are, shall or may be charged or incumbered, and whereto the said E. and A. or either of them, are not, or have not been Parties.

The Like.

—* Made, or any further Assurance to be had, made, done or executed by the said — his Heirs or Assigns, for the better settling and assuring the said — or any Part thereof to the Use of the said — his Heirs and Assigns, other than and except, &c. (as above).

To indemnify a Releasee of an Estate in Trust, from all Costs. &c. by reason of the said Estate. (Usually inserted in Declarations of Trust).

AND the said E. O. for himself, his Heirs, Executors and Administrators, doth covenant, promise and grant to and with the said R. D. his Heirs, Executors, Administrators and Assigns, that he the said E. O. his, &c. or some of them, shall and will from Time to Time, and at all Times hereafter, save, keep harmless and indemnified the said R. D. his Heirs, &c. and every of them, of and from all Manner of Costs, Charges and Damages, which shall or may at any Time hereafter happen, grow or arise, or be for or by Reason of the said Estate of the said R. D. in Trust for the said E. O. as aforesaid.

That an Executor shall retain Part of a Stock (in an Assignment of Stock) for his future Indemnity and Reimbursement of Expences.

— That it shall and may be lawful to and for the said N. P. (the Executor), and the said M. B. for herself, her Executors, &c. doth covenant, promise and grant, to and with the said N. P. his Executors, &c. that it shall and may be lawful to and for the said N. P. and the said M. B. doth by these Presents fully empower the said N. P. his Executors, &c. to retain in his and their Hands 200 l. Part of the said 2066 l. 6 s. 1 d. Joint Annuity Stock, in order to indemnify and reimburse himself all such Sum and Sums of Money, Costs, Charges and Expences, as the said N. P. shall be put to, bear, pay, sustain or expend, in or about the Execution of the Trusts in him reposed by the said Will of the said G. W. or otherwise relating thereunto.

To indemnify a Master on discharging his Apprentice.

Tall, &c. B. C. &c. sendeth Greeting. **Whereas** B. S. Son of the said B. S. did by his Indentures of Apprenticeship, bearing Date, &c. put himself Apprentice unto T. W. &c. for the Term of seven Years from the Date thereof, and was afterwards turned over unto J. H. &c. as by the said Indentures and Indorsement thereon, Relation, &c. **And whereas** at the Request and with the Consent of the said B. S. the Father, and B. S. the Apprentice, the said J. H. hath on the Day of the Date hereof discharged the said B. S. from his said Service; and the said Indentures of Apprenticeship are delivered up to be cancelled; and the said J. H. hath repaid — l. of the Money received with the said Apprentice: **Now these Presents witness**, that the said B. S. the Father, for himself, his &c. doth hereby covenant, &c. to and with the said J. H. his, &c. that the said B. S. the Father, his, &c. shall and will at all Times for ever hereafter save and keep harmless and indemnified the said J. H. his, &c. and his and their Goods and Estate, of and from and against the said B. S. his Son, and from the said recited Indentures of Apprenticeship, and all Covenants, Promises and Agreements therein contained, on the Part and Behalf of the said J. H. to be done and performed; and all Actions, &c. for or by Reason thereof, in any Manner of wise. **In Witness, &c.**

A Deed

(a) See Bonds of Indemnity.

A Deed to indemnify a Master from all Costs, &c. that may accrue by his Apprentice's leaving him by Consent.

Recital of Indenture of Apprenticeship.
Consent.

Whereas *M. M.* Son of *W. M.* of — in and by certain Indentures of Apprenticeship, bearing Date, &c. did put himself Apprentice to *J. L.* of — for the Term of seven Years, which was to commence from, &c. then last past, as in and by the said recited Indentures, Relation, &c. **And whereas** the said *M. M.* (with the Consent of *C. M.* of — Widow) is desirous to leave the Service of the said *J. L.* and the said *J. L.* is consenting thereto: **Now these Presents witness**, that the said *C. M.* for herself, her Heirs, Executors and Administrators, doth hereby covenant, &c. to and with the said *J. L.* his Executors and Administrators, that she the said *C. M.* her, &c. or some of them, shall and will from Time to Time, and at all Times hereafter, save harmless and keep indemnified the said *J. L.* his Executors, Administrators and Assigns, his and their Goods and Chattels, Lands and Tenements, from and against all, every and any the Covenants and Agreements in the said recited Indenture of Apprenticeship contained, on the Part and Behalf of the said *J. L.* to be done and performed; and also of, from and against all and all Manner of Costs, Charges, Damages and Expences, which he the said *J. L.* his Executors, Administrators or Assigns, or any of them, shall or may at any Time hereafter any ways bear, sustain, or be put unto, for or by Reason or Means, or on Account of the said Indenture of Apprenticeship, or of the said *M. M.*'s leaving or departing from the Service of the said *J. L.* **In Witness, &c.**

To indemnify a Master on his discharging his Apprentice, and consenting that he may serve another Person.

This Writing indented, &c. **Between** *A.* of, &c. *C. B.* of &c. and *J. B.* Son of the said *C. B.* of the one Part, and *S.* &c. of the other Part: **Whereas** the said *J. B.* did by his Indentures of Apprenticeship, bearing Date, &c. bind himself Apprentice unto the said *A.* for the Term of, &c. **And whereas** the said *A.* hath for the Misbehaviour of the said *J. B.* and other Reasons, discharged him from his Service, and at the Request of the said *C. B.* and the said *J. B.* her Son, is contented that the said *J. B.* may dwell with and serve the said *S.* for the Remainder of the said Term of — Years: **And therefore these Presents witness**, that the said *A.* doth for himself, his, &c. covenant, &c. to and with the said *S.* his, &c. that he the said *S.* his, &c. shall and may freely keep, use and enjoy the said *J. B.* as his Servant or Apprentice, for all the now Remainder of the said Term of — Years in the said Indentures of Apprenticeship mentioned, as fully as he the said *A.* might have had and enjoyed him by Virtue thereof, without any Let, &c. whatsoever of the said *A.* his, &c. any Thing in the said Indentures of Apprenticeship to the contrary notwithstanding: **And** the said *S.* doth for himself, his, &c. covenant, &c. that he the said *S.* his, &c. shall and will at all Times hereafter, save, &c. from and against the said recited Indentures of Apprenticeship, and all Covenants and Agreements, Matters and Things therein contained, by and on the Part of the said *A.* to be performed, and from all Actions, &c. whatsoever, for, upon, or by Reason thereof, in any Manner of wise. **In Witness, &c.**

A Deed of Covenant from a Father or Guardian, &c. and Son, (an Apprentice) to indemnify the Executors of the Son's late Master, on their delivering up the Indenture of Apprenticeship.

To all People to whom these Presents shall come, **We** *A. C.* of — and *C. C.* of — send Greeting. **Whereas** I the said *C. C.* in and by an Indenture of Apprenticeship, bearing Date, &c. did put myself Apprentice to *B. S.* of — Apothecary, for the Term of — from the Date of the said Indenture, as by the said Indenture, Relation, &c. **And whereas** the said *B. S.* some time since departed this Life, having first duly made and published his last Will and Testament in Writing, and thereby made his Widow *A. S. J. C.* and *T. W.* Executors thereof, who are come to an Agreement with us the said *A. C.* and *C. C.* to deliver up to me the said *C. C.* the said Indenture of Apprenticeship, they being well and sufficiently indemnified and saved harmless from and against all Costs, Charges, Expences and Damages, which the said *A. S. J. C.* and *T. W.* or either of them, may happen to bear, pay, sustain, or be put unto, for, or by Reason or Means of the delivering up the said Indenture: **Now know ye**, that we the said *A. C.* and *C. C.* do for ourselves respectively, and for our respective Heirs, Executors and Administrators, covenant, promise and agree, to and with the said *A. S. J. C.* and *T. W.* their Heirs, Executors and Administrators by these

these Presents, that we the said *A. C.* and *C. C.* our Heirs, Executors or Administrators, or some of them, shall and will from Time to Time, and at all Times hereafter, well and sufficiently save harmless and keep indemnified the said *A. S. J. C.* and *T. W.* and every of them, their and every of their Heirs, Executors and Administrators, from and against all and all Manner of Costs, Charges, Expences and Damages, which they the said *A. S. J. C.* and *T. W.* or either of them, their or either of their Heirs, Executors or Administrators, or any of them, shall at any Time or Times hereafter, bear, pay, sustain, or be put unto, for, by Reason or Means of the delivering up the said Indenture of Apprenticeship, in manner as above is agreed. **In Witness, &c.**

To indemnify and release one from a Note lost, on Payment of the Money.

TO all, &c. *A. B. &c.* sends Greeting. **Whereas** *C. D.* of, &c. gave a Note under his Bills and Hand, dated the, &c. for — *l.* payable to the aforesaid *A. B.* or bearer on Demand; Notes. of which said Sum of — *l.* 10 *l.* was paid the same Day, and indorsed on the said Note, which said Note is since lost or mislaid: **And Whereas** the said *C. D.* hath, at or before the Sealing and Delivery hereof, paid unto the said *A. B.* the Sum of — *l.* remaining due on the said Note, notwithstanding the same cannot be found to be delivered up, the Receipt &c. **Now therefore know ye**, that the said *A. B.* doth thereby for himself, his, &c. acquit, release and discharge the said *C. D.* his, &c. of and from the said Bill or Note, and the said Sum of — *l.* remaining due and payable thereupon, and from all Actions, &c. concerning the same in any Manner of wise; and the said *A. B.* for himself, his, &c. doth hereby covenant, &c. to and with the said *C. D.* his, &c. as followeth; (that is to say) That he the said *A. B.* his, &c. will deliver up the said Note to the said *C. D.* his, &c. to be cancelled, when and as soon as the same shall come to his or their Hands or Possession; and that he and they shall and will in the mean Time, and until the same shall be delivered up and cancelled, save and keep harmless and indemnified the said *C. D.* his, &c. and his and their Lands, &c. of and from the said Note, and the said — *l.* which were remaining due thereon, and from all Actions, &c. put unto, for or concerning the said Note, and the said — *l.* remaining thereon, and so paid to the said *A. B.* as aforesaid, to the Performance whereof, &c. **In Witness, &c.**

To indemnify a Person from a Bill of Exchange on paying Money, the Bill being on board a Ship, so that it could not then be delivered up.

Whereas a Bill of Exchange was drawn by Messrs. *A.* and *B.* at *L.* on *C.* of, &c. for — *l.* Sterling, payable to *D.* or Order, (conditionally that the Charges of making the Ship *B.* free in *E.* sold by the said *D.* in *L.* to the said *A.* and *B.* should be paid by and at the proper Costs and Charges of the said *D.*) **And whereas** at or before Sealing and Delivery hereof, the said Bill is paid and fully satisfied by the said *C.* unto *E.* of, &c. which he does acknowledge accordingly, and thereof and therefrom doth discharge the said *C.* his, &c. but the same is not delivered up to the said *C.* as it ought to be, it being now on board the Ship *M.* at *P.* **Now therefore** the said *E.* &c. doth covenant, &c. to and with the said *C.* his, &c. that within one Month from the Date hereof, to be accounted, he the said *E.* will deliver up, or cause the Bill of Exchange to be delivered to the said *C.* duly indorsed by the said *D.* and will at all Times hereafter indemnify and keep harmless the said *C.* his, &c. therefrom, and from the Money therein mentioned and payable, and all Actions, &c. by Reason thereof. **In Witness, &c.**

To indemnify one from a Bill of sale lost.

Whereas *A. B. &c.* Executor, &c. of *R. P. &c.* deceased, Owner of — Part of the Ship *D.* of the Burthen, &c. by Virtue of a Bill of Sale formerly granted to the said *R. P.* deceased, hath sold the said — Part of the said Ship, with her Appurtenances, to *C. D. &c.* and hath had and received of and from the said *C. D.* the sum of — *l.* of, &c. in full for the said — Part of the said Ship, and all Monies, Accounts, Claims and Demands concerning the same: **And whereas** the said Bill of Sale granted to the said *R. P.* of the said — Part of the said Ship, or whereby he was intitled to the same, is at present lost or mislaid, so that it cannot be delivered to the said *C. D.* **Now therefore** the said *A. B.* doth hereby for himself, his, &c. covenant, &c. to and with the said *C. D.* his, &c. that the said *A. B.* his, &c. shall and will at all Times hereafter, save and keep harmless and indemnified the said *C. D.* his, &c. from and against the said Bill of Sale, and all Persons which shall

or may claim any Right, Interest or Estate, of, in or to the said — Part of the said Ship, by Virtue thereof; and of and from all Actions, &c. for or by reason thereof, in any Manner of wise. **In Witness, &c.**

By a Vendee to indemnify the Vendor from his Covenant or Contract concerning fitting out a Ship, the Covenant not being at present in the Vendee's Hands, so that he cannot deliver it up to be cancelled.

To all, &c. I A. B. of, &c. send Greeting. **Whereas** C. D. &c. did sign or seal a certain Writing or Covenant, bearing Date, &c. unto E. F. &c. Mariner, to hold — Part of a new Ship then building, or contracted to be built, whereof the said E. F. was to be Commander, and to pay his proportionable Part of the Charge of the Prime Cost thereof, and other Outset to Sea, or to that Effect, as thereby, &c. *Which Ship is since built, and is now called the C. whereof the said E. F. is now Master, and is fitted out and now in the D. on her Voyage to N.* **And whereas** G. H. the Builder of the said Ship, did make and grant a Bill of Sale of the Hull of the said Ship to the said E. F. which is since assigned to the said A. B. **And whereas** the said C. D. hath advanced and paid to the said E. F. at several Times, on Account of the said — Part of the said Ship and her Outset, the Sum of — l. but the said E. F. nor any claiming under him, have not made or granted any Bill of Sale of the said — Part of the said Ship, to the said C. D. **And whereas** the said A. B. hath, at, &c. paid back to the said C. D. the sum of — l. so by him paid, for and on Account of the said — Part of the said Ship, and for and in full Satisfaction of all his Right, Title, Interest, Claim and Demand, of, in and to the — Part of the said Ship, which the said C. D. doth hereby acknowledge to have received accordingly; **And** in Regard the said Writing or Covenant so signed by the said C. D. is not at present in the Hands of the said A. B. to be delivered up and cancelled as the same ought to be: **Now therefore know ye,** that the said A. B. for himself, his, &c. doth hereby covenant, &c. to and with the said C. D. his, &c. that he the said A. B. his, &c. shall and will at all Times hereafter save and keep harmless and indemnified the said C. D. his, &c. and his and their Goods, Chattels and Estate, from and against the said E. F. his, &c. and of and from the said recited Writing or Covenant so signed by the said C. D. as aforesaid, and from all Actions, &c. for or in any wise concerning the said — Part of the said Ship, or the Fitting or Outset thereof, or otherwise howsoever, in any Manner of wise. **In Witness, &c.**

To indemnify a Person on his delivering Writings, and to produce them if Occasion requires.

To all, &c. A. B. C. and D. &c. send Greeting. **Whereas** E. of, &c. hath, on the Day of the Date hereof, delivered unto the said A. B. &c. the several Deeds or Writings following, *viz.* &c. the Receipt of all which said Writings they the said A. B. &c. do hereby acknowledge, and thereof, &c. **And therefore** they the said A. &c. for themselves, their, &c. do jointly and severally covenant, &c. put unto, for or concerning the said Writings or Delivery thereof as aforesaid; and likewise that they the said A. &c. their, &c. shall and will from Time to Time, and at all Times hereafter, upon the Request of the said E. his, &c. produce and shew, or cause to be produced, all or any the said Deeds or Writings, in any Court or Courts of Record as Occasion shall require, in a Suit now depending between the said E. and F. &c. **In Witness, &c.**

From Assignees of a Statute of Bankruptcy, to indemnify a Person on Account of his paying Money to them.

Money, &c. **W**hereas A. and B. Assignees by Virtue of a Commission grounded upon the several Statutes made concerning Bankrupts, awarded against D. late Partner of P. R. late of, &c. deceased, **Do** acknowledge to have had and received on, &c. of and from E. of, &c. the Sum of, &c. being the full Purchase Money for four several Tallies formerly assigned or mortgaged by the said D. to the said E. allowing to the said E. his full Principal and Interest due on the said Assignment or Mortgage thereof, which is to be paid to us by the Order and Consent of S. D. and J. W. Executors of the last Will of the said P. R. deceased, under their Hands and Seals dated herewith; **And therefore we** the said A. and B. **Do** hereby for ourselves, our, &c. jointly and severally covenant, &c. to and with the said E. his, &c. that we the said A. and B. our, &c. shall and will at all Times hereafter, well and sufficiently save and keep harmless and indemnified the said E. his, &c. and his and their Lands, &c. and every of them,

them, of and from all Actions, &c. put unto by any Person or Persons whatsoever, for or by Reason of the Payment of the said — l. to us as aforesaid, in any Manner of wise. **In Witness, &c.**

From Persons jointly concerned in a Quantity of Goods, to indemnify one who took them into his Possession and sold them, delivered the Produce to the Owners, but if claimed by any others, to pay back the Money they received for their Proportions.

To all, &c. A. B. of, &c. Mariner, C. D. of &c. and E. F. of, &c. Mariners, send Goods, &c. Greeting. **Whereas** — lb. of — or thereabouts, amounting to 210 l. Sterling, clear of Charges, were lately sold by P. F. of, &c. which were formerly taken out of the Ship Y. belonging to the said A. B. and Owners at — and shipped there by the said P. F. on board the C. G. H. Master, and consigned to J. K. of, &c. which — (the Goods) upon their arrival at L. the said P. F. notwithstanding demanded and took into his Possession for the Owners of the said Ship Y. whereof the said C. D. was late Master, — Part of the Produce of which said — the said A. B. claims as due and belonging to him; and — Part thereof the said C. D. claims as belonging to him; and — Part thereof the said E. F. claims as belonging to him: **And whereas** the said P. F. hath before Sealing hereof, paid to the said A. B. the sum of 100 l. to the said C. D. the Sum of 50 l. and to the said E. F. the sum of 50 l. for their several full Proportions of the clear Produce of the said — according to their several Parts thereof so claimed by them respectively as aforesaid, the Receipt, &c. **Now therefore know ye**, that the said A. B. C. D. and E. F. for themselves, their, &c. severally, &c. do hereby covenant and agree, to and with the said P. F. his, &c. that they will respectively at all Times hereafter indemnify and keep harmless the said P. F. his, &c. from all Actions, &c. for and concerning their respective Parts and Proportions of the said — for which they have received their several Shares of the sum of 200 l. as aforesaid; and that each of them will repay and return the said several Sums by them respectively received as aforesaid, unto the said P. F. his, &c. in case he or they shall at any Time hereafter be sued for, and the same shall be recovered of him or them, by any other Person or Persons that shall or may claim the said —. **In Witness, &c.**

From Creditors, to indemnify a Debtor from all Charges and Nonsuits in recovering his Debts, upon his assigning his Goods and Debts to them.

Whereas E. P. of, &c. by Writing under his Hand and Seal, bearing Date herewith, hath in pursuance of certain Articles, bearing Date, &c. assigned over unto A. of, &c. and B. &c. all his Shop Goods, at the first or prime Cost thereof; and all his Debts whatsoever, as well mentioned in the Schedule thereunto annexed, as other Debts due and owing to him; **To hold** unto the said A. and B. to the Intent that the same, after the Deduction in the said Articles mentioned may be paid and divided between them and all other the Creditors of the said E. P. mentioned in a Schedule annexed to the said recited Articles: **And whereas** it is declared and agreed, that all Charges in recovering and receiving the said Debts, are to be born by the said Creditors of the said E. P. **Now these Presents witness**, that the said A. and B. do for themselves, their, &c. covenant, &c. to and with the said E. P. his, &c. that they the said A. and B. shall and will for themselves, and on the Behalf of the rest of the Creditors of the said E. P. bear and discharge all such Costs and Charges as shall be laid out in and expended in or about suing for and recovering all or any of the said Debt so assigned by the said E. P. as aforesaid, by the said recited Writing or Assignment; and will at all Times hereafter indemnify and keep harmless the said E. P. &c. of, from and against all such Costs, Nonsuits and Damages which shall or may happen, for or by Reason of the Premises, except for or by Reason of any Act or Thing, which shall or may be done or suffered by the said E. P. contrary to his express Covenants in the said recited Articles contained, relating to the said Debts, or the obtaining, suing or recovering thereof. **In Witness, &c.**

Memorandum; before Sealing hereof, it is agreed, that if any of the said Debts so assigned, or any Part of them shall be lost, or cannot be received or recovered, the said E. P. is not to stand to the Loss thereof, unless such Loss happen by any Act or Means of the said E. P.

From

From Legatees, to indemnify a Person on Account of proving a Will, and if any Suit shall happen, to pay their proportions of the Charge.

WE whose Hands, &c. Legatees named in the last Will of N. B. late of, &c. Do hereby severally promise and agree, to and with the said J. C. of, &c. that each of us will pay our equal Parts and Charges with the said J. C. of all Charges and Disbursements which he the said J. C. shall lay out, and expend and be chargeable in, about, or for the proving or causing, or procuring the last Will of the said N. B. deceased, to be duly proved; and in defending any Suit or Prosecution in or about the same, by or against W. B. Brother of the said N. B. or any others that shall oppose the Probate thereof, and in Proportion according to the several Legacies, Sums or Bequests to us respectively given and bequeathed in and by the said Will. **In Witness, &c.**

From several Creditors of a Person, to indemnify two other Creditors on their being Bail.

WE whose Names are hereunto subscribed, and Seals affixed, Creditors of J. &c. send Greeting. **Whereas** the said J. hath a Difference, and Suit or Action depending by or between them the said J. and M. of, &c. of and concerning, &c. **And whereas** the said J. has put in good and substantial Bail to an Action or suit of the said M. in his Majesty's Court of, &c. **Now** we the said Creditors, in Consideration that A. and B. &c. two other of the Creditors of the said J. have, at our request, undertaken to become bail to the said Action or Suit of the said M. in the said Court, do each one of us for him and herself, and his and her Partners, Executors, &c. severally, &c. covenant, &c. to and with the said A. and B. their, &c. that if the said A. and B. shall become Bail as aforesaid, then we the said Creditors whose Names are hereunto subscribed, and Seals affixed, shall and will according to, and in Proportion to each of our respective Debts, and the respective Debts of the said A. and B. indemnify and save harmless the said A. and B. and either of them, and either of their Heirs, &c. Lands, &c. of and from all Judgments, Executions, Costs of Suit, Suits, Costs, Damages and Payments of Money whatsoever, which shall happen or come to them the said A. and B. or either of them, their Heirs, &c. for or by Reason of their becoming Bail as aforesaid. **In Witness, &c.**

From a Master of a Ship, to indemnify two persons that entered into a Recognisance that the Ship should not go to any place infected with the Plague.

Tall, &c. G. H. of, &c. Master of the good Ship or Vessel called the B. now bound out on a Voyage to — sends Greeting. **Whereas** A. and B. of, &c. at the special Instance and request, and for the only Duty of the said G. H. in and by one Recognisance, bearing Date herewith, became and stand jointly and severally bound together with the said G. H. unto our Sovereign Lord George the Second, by, &c. in &c. conditioned that if the said Ship should not sail to any Ports or Places infected with the Plague, then the said Recognisance shall be void, or to that Effect, as thereby, Relation, &c. **Now know ye,** that the said G. H. for himself, his, &c. doth hereby covenant, &c. to and with the said A. and B. their, &c. jointly and severally, that the said G. H. his, &c. shall and will from Time to time, and at all Times hereafter, save and keep harmless and indemnified the said A. and B. and either of them, their and either of their, &c. and their and either of their Lands, &c. of and from all Actions, &c. which shall or may be commenced, &c. against them, either or any of them, or which they, either or any of them may sustain or be put unto, for or by Reason of the said recited Recognisance so entered into by them the said A. and B. or any Thing therein, or in the Condition thereof contained, or otherwise relating thereunto; to the Performance whereof the said G. H. bindeth himself, &c. and the said Ship with her Freight, Tackle and Apparel, unto the said A. and B. their, &c. jointly and severally, in the Sum or Penalty of — l. &c. firmly by these Presents, **In Witness, &c.**

To indemnify two Persons, who sequestered or attached Goods that were consigned to them for the Creditors of the person that sent them.

Whereas A. B. and C. D. at L. Merchants, have made an Attachment, or procured a Sequester to be made at L. aforesaid, upon the Produce of — consigned to them by E. F. of, &c. and sent in the R. Galley in the Year 17—, amounting to about —
Dollers,

Dollars, the said Attachment or Sequester being so made at the Desire, and by the Order, and for the Account of G. H. &c. for Money owing to him by the said E. F. which said Effects are still in the Hands of the said A. B. and C. D. **Now these Presents witness,** that the said G. H. doth hereby for himself, his, &c. covenant, &c. with the said A. B. and C. D. and either of them, their, &c. by these Presents, that upon Payment of the said Effects so attached and sequestred as aforesaid, unto the said G. H. his, &c. he the said G. H. his Heirs, &c. shall and will at all Times save and keep harmless and indemnified the said A. B. and C. D. and either of them, their and either of their Heirs, &c. and their Goods and Estate, and every of them, of and from all Actions, &c. for or by Reason of the said Attachment or Sequestration, or for or by Reason of the Payment of the said Effects to the said G. H. or his Assigns, or for or by Reason of any Matter or Thing in any wise concerning the same. **In Witness, &c.**

From a Freightier, to indemnify two, who entered into an Agreement to pay the Freight, if the Freighters did not.

TD all, &c. T. N. of, &c. Merchant, sends Greeting. **Whereas** A. Mariner, Master of the Ship M. Burthen about — Tons, hath by Charter-Party, bearing Date, &c. let unto the said T. N. Tunnage in the said Ship, for — Tons of — for her present intended Voyage to A. and back to C. **And** the said T. N. hath hereby covenanted to pay Freight for the same, after the Rate of, &c. **And whereas** C. and D. of, &c. by Writing under their Hands and Seals, bearing also Date, &c. at the special Instance and Request, and for the only Debt and Duty of the said T. N. have jointly and severally obliged themselves to pay to the said A. what Freight and Primage shall become due for all such Hemp as shall be laden aboard the said Ship at A. for the Account of the said T. N. and shall be imported or delivered to him or his Assigns, according to the said Charter-Party, in Case the same shall not be paid by the said T. N. in Manner as herein is mentioned, as by the said recited Charter-Party and Writing, Relation, &c. **Now therefore know ye,** that the said T. N. doth hereby for himself, &c. [as usual to the Words] Suits, &c. which shall or may be commenced, &c. against them, or either or any of them, or which they, either or any of them may sustain or be put unto, by, upon, or by Reason of the said recited Writing or Covenant, under the Hands and Seals of the said C. and D. for any such Freight and Primage, or either of them, which shall become and grow due and payable, or ought to be paid by the said T. N. his, &c. according to the said Charter-Party, or concerning the same in any Manner of wise; to the Performance, &c. **In Witness, &c.**

To indemnify a Partner from Work done, and Goods delivered for a Ship's Outset to Sea.

Whereas A. of, &c. did heretofore pay unto B. of, &c. the Sum of — l. and hath on the Day of the Date hereof paid unto the said B. the Sum of — l. more, making in all — l. being for his — Parts of the Outset of the Ship B. whereof F. was Master, for her Voyage to G. in or about the Year — the Receipt, &c. **And therefore** the said B. doth hereby for himself, &c. [as in the other, till these Words] Estate, from and against all and every the several Persons who did work, and delivered Goods for the Outset of the said Ship, for her Voyage aforesaid; and from all Actions, Suits, Costs, Charges, Payments, Troubles and Damages, for or concerning his the said A.'s — Parts of the Charge of the Outset thereof as aforesaid. **In Witness, &c.**

From Owners of a Ship, to indemnify two of them that entered into a Charter-Party with the India Company.

TD all, &c. **We** whose Hands, &c. Part-Owners of the good Ship or Vessel called the A. Burthen, &c. now, &c. whereof E. J. is Commander, bound out, &c. send Greeting. **Whereas** by a Charter-Party intended of Affreightment, bearing Date, &c. made or Party, mentioned, &c. between G. of, &c. and H. of, &c. Part-Owners of the said Ship, and E. J. of, &c. Master of the said Ship, of the one Part, and the English Company trading to the East-Indies, of the other Part, the said Part-Owners and Master for themselves and the rest of the Owners, have granted and letten to Freight the said Ship to the said English Company, for a Voyage to be made with her to such Ports and Places in India or China, as the said Company shall order and direct, and back to the Port of L. under and according to such Covenants, Clauses, Articles and Agreements, as in the said recited Charter-Party are mentioned and contained, as thereby, Relation, &c. **And whereas** the said G. and H. by a **Recital of the Charter-Party** and of a Covenant for Money to be taken up by the certain Master.

Indemnity.

certain Writing or Covenant under their Hands and Seals of the Date hereof, have covenanted and agreed with *N. O. &c.* that what Money shall be paid by the said *N. O.* or by his Order, at *S.* in the *East-Indies*, unto Captain *E. J.* Commander of the said Ship *A.* or in Case of his Decease, unto *E. S.* Chief Mate, or else who shall succeed as Commander of the said Ship, at any Time or Times from the Date thereof, until the, *&c.* not exceeding — Rupees, they, their, *&c.* would repay the same unto the said *N. O.* his, *&c.* in *L.* at the Rate, of — *l.* Sterling for a Rupee, within — Days after the Bill or Bills which shall be drawn on them, should be presented, as, *&c.* **Now** we the several Part-Owners do hereby severally declare, that the said recited Charter-Party and Writing or Covenant, were so entered into by the said *G.* and *H.* at our Request, and by and with our Order and Consent; **And therefore** each of us hereunto subscribed, by and for himself, his, *&c.* severally, *&c.* doth covenant, *&c.* to and with the said *G.* and *H.* severally and respectively, our Heirs, *&c.* according to, and for and in Respect of our several Parts of and in the said Ship, by us hereunder severally subscribed, shall and will from Time to Time, and at all Times hereafter, save and keep harmless and indemnified the said *G.* and *H.* their, *&c.* respectively, and their and either of their Lands, *&c.* of and from all Actions, *&c.* which shall or may be commenced, *&c.* against the said *G.* and *H.* or either of them, their or either of their, *&c.* or which they or either of them may sustain or be put unto, for or by Reason of the said recited Charter-Party, and Writing or Covenant, or either of them, and all or any Covenants, Clauses, Articles, Agreements, Matters or Things therein, or in either of them contained and mentioned, by and on the Part and Behalf of the said Part-Owners and Master, to be performed and paid in any Manner of wise. **In Witness, &c.**

From Part-Owners of a Ship, to indemnify a Master about selling a Prize, and to confirm the Sale.

TO all, &c. **We** whose Hands, *&c.* Part-Owners of the Ship *H.* of the Burthen, *&c.* *P.* Master, send Greeting. **Whereas** we the several Part-Owners did, by a certain Writing under our Hands, order and empower the said *P.* to sell and dispose of all such Prize or Prizes that he should take with the said Ship in her late Voyage to and from *N.* **And whereas** the said *P.* did on, *&c.* in and with the said Ship take the *M.* and did by Virtue of our said Power by Bill of Sale under Hand and Seal, dated the, *&c.* for the Consideration of — *l.* therein mentioned, sell unto Captain *J. M.* the said Ship *M.* with all her Masts, Yards, *&c.* and all other Furniture to her belonging, as by the said Order and Bill of Sale, Relation, *&c.* **Now these Presents witness**, that each of us the said Part-Owners by and for himself, his, *&c.* respectively, *&c.* doth covenant, *&c.* to and with the said *P.* his, *&c.* that each of us, our, *&c.* according to our Parts in the said Ship, shall and will at all Times hereafter, make, do and execute all further Acts, Deeds and Things, for confirming the said Sale of the said Ship and Premises, so made by the said *P.* to the said Captain *J. M.* and shall and will at all Times hereafter save and keep harmless and indemnified the said *P.* his, *&c.* and his and their Goods and Estate, of and from, *&c.* put unto, for or by Reason of his making the said Sale of the said Ship as aforesaid. **In Witness, &c.**

From Part-Owners, to indemnify the Captain from Tradesmen's Bills and Bills of Loading, upon his leaving the Ship.

Whereas *A.* *&c.* Commander of the good Ship or Vessel, called the *N.* Burthen, *&c.* now, *&c.* and forthwith bound out on a Voyage to *L.* and elsewhere, hath contracted and agreed with several Persons for Work done, Goods and Stores delivered for the said Ship's Use for intended Voyage, as by their several Bill delivered in may appear, and the Account whereof is hereon indorsed and subscribed by the Part-Owners of the said Ship; and hath also signed and delivered out several Bills of Loading for sundry Goods now on board the said Ship, and to be delivered at *L.* or other Ports whither he is now bound, at the Freight therein mentioned: **And whereas** the said *A.* at the Instance, and by and with the Consent of the Part-Owners of the said Ship, hath resigned the Command as Master, and delivered or agreed to deliver the Possession thereof to *B.* of, *&c.* whom the Part-Owners have appointed to succeed him therein as a Master thereof: **Now therefore know ye**, that we whose Hands, *&c.* Part-Owners of the said Ship, do each of us for ourselves, our, *&c.* severally, *&c.* covenant, *&c.* to and with the said *A.* his, *&c.* as followeth, (that is to say) That each of us respectively, our, *&c.* according to our several Parts of and in the said Ship, by us severally subscribed with our Names hereto, shall and will pay, *&c.* our respective Proportions, according to our several Parts in the Ship by us respectively, of the several

Sums

Sums of Money due and owing to the several Persons, by and according to the several Bills by them delivered and mentioned in the Indorsement thereon, and by us severally subscribed, for Work done, and Goods and Stores delivered for the said Ship's Use for her said intended Voyage, and that each of us, our, &c. respectively, will at all Times hereafter save and keep harmless and indemnified the said A. his, &c. and his and their Goods, Chattels and Estate, as well of and from our respective Proportions of the said Money, due and owing to the said several Persons by their Bills delivered as aforesaid; as also of and from the said several Bills of Loading so by him signed and delivered for Goods on Board the said Ship, and from all Actions, &c. which shall or may be commenced, prosecuted, recovered or awarded against him or them, or which he or they may sustain or be put unto for or concerning the same in any Manner of wise. **In Witness.**

From Part-Owners to indemnify the Master from Seamen's Wages.

To all, &c. We whose Hands, &c. late Part-Owners of the Ship C. of London, Burthen &c. R. Master, send Greeting. **Whereas** the said Ship in her Voyage outwards from L. to N. was lost by another Vessel running foul of her: **And whereas** the Seamen or Sailors belonging to the said Ship in her said Voyage have demanded and threatened to sue for the Recovery of their Wages for the said Voyage: **Now therefore these Presents witness,** that each of us the said Part-Owners, by and for himself, his, &c. respectively, &c. doth covenant, &c. that each of us, our, &c. according to our Parts in the said Ship, shall and will at all Times hereafter, &c. put unto, for or by Reason of any Wages demanded or to be recovered for or on Account of the said Ship and Voyage aforesaid. **In Witness,** &c.

An Indenture of Covenants to a Sheriff to save him harmless for returning a Devastavit against an Executor.

This Indenture made, &c. Between Sir A. B. Knt. High-Sheriff of the County of T. and C. D. Gent. Under-Sheriff of the said High-Sheriff of the said County of T. of the one Part, and E. F. of, &c. of the other Part, **Witnesseth,** That **Whereas** the said E. F. hath obtained and sued out of his Majesty's Court of C. P. at Westminster, his Majesty's Writ of *Fieri Facias*, to the said Sheriff directed, bearing *Teste* the 29th Day of June now last past, and returnable in the said Court in eight Days of the Holy Trinity last past, thereby commanding the said High-Sheriff to levy of the Goods and Chattels which late were of P. K. of, &c. deceased, at the Time of his Death in the Hands of W. T. Executor of the Testament and last Will of the said P. K. the Testator, a certain Debt of 200*l.* which the said E. F. in the said Court hath recovered against the said W. T. the Executor, as by the said Writ now delivered to the said Sheriff in Form of Law to be executed more at large appeareth: **And whereas** the said E. F. hath informed the said High-Sheriff and Under-Sheriff, that divers Goods, Chattels and Debts, which were the said P. K.'s Testator, at the Time of his Death, to the Value of his said Debt of 200*l.* after the Death of the said P. K. the Testator, came to the Hands of the said W. T. the Executor, within the said County to be administered; and that the Executor, since the Death of the said P. K. the Testator, hath wasted the same, so that unless the said Sheriff shall upon the said Writ of *Fieri Facias* make his Return to this or the like Effect, *viz.* That the said Goods and Chattels, which were the said P. K.'s Testator, at the Time of his Death, to the Value of the said 200*l.* did after the Death of the Testator come to the Hands of the said Executor within the said County of T. to be administered; and that the said Executor hath wasted the same, so that the said Sheriff cannot, by Virtue of the said Writ of *Fieri Facias*, do Execution thereupon of the Goods and Chattels, as is thereby required; and so that also the said E. F. cannot by Course of Law have the Benefit of the said Recovery; whereupon the said High-Sheriff and his Under-Sheriff being desirous to do what to them, or either of them, by Virtue of their said Office appertaineth, for the Furtherance of Justice in that Behalf, giving Credit to the said Assertion and Affirmation of the said E. F. the said High-Sheriff, at his earnest Request, hath upon the said Writ of *Fieri Facias*, in Form of Law, returned to his Majesty's Justices of the said Court of C. P. a *Devastavit* of the Goods and Chattels which were the said Testator's at the Time of his Death, and came to the Hands of the said Executors to be administered, to the said Value of the said Debt of 200*l.* **Now therefore these Presents do witness,** that the said E. F. and T. P. for the Indemnity and saving harmless of the said High-Sheriff and Under-Sheriff, and of their and either of their Clerks, of, for and concerning the making of the said Return, in Case the Assertion and Information of the said E. F.

E. F. be not true, **Do** by these Presents covenant and grant jointly and severally for themselves, and every of them, and for their and every of their Executors or Administrators, to and with the said *A. B.* and *C. D.* and either of them, their and either of their Executors and Administrators, that they the said *E. F.* and *T. P.* or some of them, shall and will at all Times hereafter discharge, acquit and save harmless the said *A. B.* and *C. D.* and either of them, their and either of their Clerk or Clerks, and the Heirs, Executors and Administrators of them, and every of them, for and concerning all and all Manner of Actions, Suits, Complaints, Losses, Vexations and Troubles whatsoever, which shall at any Time hereafter be commenced, attempted, brought or prosecuted against them, or any of them, by the said *P. K.* the Executor, his Executors or Administrators, or by any other Person or Persons touching or concerning the said Return, or by Reason or Occasion thereof; and shall and will from Time to Time bear and pay to them the said *Sir A. B.* and *C. D.* all such Sum and Sums of Money, Damages, Costs and Expences, as against them, or either of them, or against their or either of their Executors or Administrators, shall be adjudged, decreed or ordered, or which they, or any of them, shall from Time to Time, by Reason or Occasion aforesaid, be put unto, or shall necessarily lay out, or be enforced to pay, by Reason of any such Action, Suit, Complaint, Molestation, Vexation or Trouble: And for the true Performance of all and singular which Premises the said *E. F.* and *T. P.* do by these Presents bind themselves jointly and severally, and their and either of their Heirs, Executors and Administrators, to the said *Sir A. B.* and *C. D.* in the Sum of 300*l.* of good, &c. to be paid to them or either of them, their or either of their Executors or Administrators, if Default or Breach of the Covenant aforesaid shall be made. **In Witness, &c.**

VI. Covenants and Deeds of Covenant concerning (a) Apprentices and Servants in several Capacities, and the Wages of Servants.

From an Apprentice who has but served Part of his Time, to serve the Rest to another Master.

THIS Writing indented, &c. **Between** *A.* of, &c. and *B.* of, &c. of the one Part, and *C.* of, &c. of the other Part. **Whereas** the said *B.* hath served the Term of five Years in, &c. as an Apprentice in the Trade and Occupation of a — **Now these Presents witness,** that for to make up the Service of the said *B.* in the said Trade of a — the full Term of seven Years, he the said *B.* doth hereby bind himself unto the said *C.* for the Term of two Years, from the Day of the Date of these Presents to be accounted, and fully to be compleat and ended: **And therefore** the said *B.* and likewise the said *A.* do jointly and severally covenant, &c. to and with the said *C.* his, &c. that he the said *B.* shall and will for the said Term of two Years, to be accounted as aforesaid, dwell, serve and continue with the said *C.* and diligently and faithfully, and according to the best of his Power, Skill and Knowledge, exercise and employ himself in, and doand perform such Work and Business in the Art of a — as the said *C.* shall from Time to Time order and direct; and that he the said *B.* shall and will find and provide all his own Wearing Apparel, and also Working Tools needful for his said Service, not exceeding the Value of 40*s.* **And the said C. in Consideration** of the said Service of the said *B.* and of his providing himself with Apparel and Tools as aforesaid, doth hereby for himself, his, &c. covenant, &c. to and with the said *B.* his, &c. that he the said *C.* his, &c. shall and will teach and instruct, or cause, &c. by the best Means that he can, in the said Art of a — and all Works belonging thereunto; and shall and will also during the said Term of two Years, to be accounted as aforesaid, find and provide to and for the said *B.* good and sufficient Meat, Drink, Washing and Lodging; and will likewise pay and give unto the said *B.* — at *Christmas* yearly during the said Term. **In Witness, &c.**

That an Apprentice shall serve Part of his Time abroad as Factor, if he shall desire it.

Call, &c. *A. B.* of, &c. sendeth Greeting. **Whereas** *P. N.* Son of *P. N.* of, &c. by his Indentures, &c. Apprentice to the said *B.* for, &c. as thereby may appear: **And whereas** it was agreed before and at the Time of Sealing of the said recited Indentures, that the said *P. N.* the Apprentice, at the Expiration of the first — Years of the said Term of his Apprenticeship, shall, if the said *P. N.* the Father, his, &c. so desire, be sent abroad by the said

(a) See Agreements concerning Apprentices and Servants, &c.

faid *A. B.* to some Place or Factory where the faid *A. B.* shall then trade, and there be continued and employed in the Business or Trade of the faid *A. B.* for the remaining — Years of the faid Term of his Apprenticeship; **And therefore** the faid *A. B.* doth hereby covenant, &c. to and with the faid *P. N.* his &c. that in Consideration of the Money by him received with the faid Apprentice, and in Pursuance of the faid Agreement, he the faid *A. B.* shall and will accordingly, at the Request of the faid *P. N.* his &c. but at his own Charge, send the faid *P. N.* his Apprentice, unto some such Factory or Place whereunto the faid *A. B.* shall then trade, as the faid *P. N.* his, &c. shall name and desire, and there, at his like Charge, suffer him to stay and continue, and also employ him in the faid *A. B.*'s Trade and Business for the remaining — Years of his Apprenticeship. **In Witness, &c.**

From a Master of a Ship to pay his Apprentice 20 l. when required, and to lay out 20 l. in Goods, &c. for his Use, which Sums were paid to the Master for that Purpose.

T*D* all, &c. *A.* of, &c. Mariner, sendeth, &c. **Whereas** *B. C.* of, &c. hath on the Day of the Date hereof paid unto the faid *A.* the Sum of — of, &c. the Receipt, &c. to the Intent that he pays 20 l. thereout to *C. C.* Son of the faid *B. C.* and the Apprentice of the faid *A.* and bound out with him in his present Voyage to *J.* when and as he shall have Occasion for and desire to lay out the same, and that the faid *A.* do lay out and improve the other — l. thereof in Trade, for the most Advantage of the faid *C. C.* **Now these Presents witness,** that the faid *A.* doth hereby for himself, his, &c. covenant, &c. that he the faid *A.* will pay — l. of the faid — l. to him paid as aforesaid, unto the faid *C. C.* in the faid Voyage, when and as the faid *C.* shall have Occasion for, and desire to lay out the same; and will also lay out and improve the other — l. thereof, during the faid Voyage for the most Benefit and Advantage of the faid *C.* that he can; and that he the faid *A.* his, &c. shall and will make and give a just Account of, and also deliver all the Produce of the other — l. unto the faid *C.* at his Return to *England* from the faid Voyage; but if he shall happen to die during the faid Voyage, then he the faid *A.* shall and will be accountable for, and pay and deliver all the Produce and Effects of the faid — l. unto the faid *B.* his, &c. **In Witness, &c.**

That a Master shall find an Apprentice a Suit of Clothes at the Expiration of his Indentures.

T*D* all, &c. sends Greeting. **Whereas,** &c. (*Recite the Indentures*): **And whereas** *R.* of, &c. hath at or before the Sealing hereof paid unto the faid *W.* — l. in Consideration of his taking the faid *H.* to be his Apprentice as aforesaid, the Receipt, &c. **Now therefore,** in Consideration of the Premises, the faid *W.* doth hereby for himself, &c. covenant, &c. that the faid *W.* his, &c. shall and will at his and their own Charge, within — Months before the Expiration of the Term of the faid *H.*'s Apprenticeship as aforesaid, give unto the faid *H.* a good new Suit of Clothes, with Stockings, Shoes and Hat, fitting and suitable to his Degree and Circumstances: **To the Performance, &c. In Witness, &c.**

That Part of the Money given with an Apprentice shall be returned if either of them dies within a limited Time.

T*D* all, &c. *T. W.* of &c. sendeth Greeting. **Whereas,** &c. (*Recite the Indentures*): **And whereas** it is agreed between the faid *G. S.* and *T. W.* that he the faid *T. W.* is to return and pay back — l. of the faid — l. in Case either of them the faid *T. W.* or the faid *W. S.* shall die within the faid Term of — Years: **Now these Presents witness,** that the faid *T. W.* doth hereby for himself, &c. covenant, &c. that in Case either of them the faid *T. W.* or the faid *W. S.* the Apprentice, shall happen to die or depart this Life at any Time within or before the Expiration of — of the faid Term of — Years, then and in such Case, he the faid *T. W.* his, &c. shall and will within, &c. after the Decease of either of them, return back and pay, or cause, &c. unto the faid *G. S.* his, &c. the Sum of, &c. of the Sum of — l. which was given and paid with the faid *W. S.* his Son, unto the faid *T. W.* as aforesaid, according to the Agreement of the faid Parties in that Behalf, at Sealing the faid Indentures. **In Witness, &c.**

From several Persons as Surety, for the Fidelity of a Banker's Accountant, viz. That they will pay what he shall imbezel, &c.

Whereas *A.* of, &c. at the Request of *B. C.* and *D.* of, &c. hath entertained *E.* to serve him in his Trade and Business of a Goldsmith: **N**ow each of them the said *B. C.* and *D.* by and for himself, his, &c. severally, &c. doth covenant, &c. that if the said *E.* from Time to Time, and at all Times during his Continuance in the said Service, shall not make and give unto the said *A.* his, &c. a true Account, and discharge himself of and from, and shall not also pay and deliver unto the said *A.* his, &c. all such Sum and Sums of Money, Bills, Notes and other Things which he shall from Time to Time receive, discharge, or which shall come to his Charge or Custody, of or belonging to the said *A.* his, &c. or any others wherewith he or they shall or may be charged or chargeable, and discharge himself faithfully in all Matters and Things relating to his said Service, during his Continuance therein, that then and in such Case, and so often, each of them the said *B. C.* his, &c. respectively, shall and will be answerable for and pay unto the said *A.* his, &c. in lawful, &c. his and their several and respective full Quarter-Part of the full Value of all and any such Monies, Bills, Notes or other Things which shall at any Time or Times appear to have been received, discharged by, or come unto the Charge or Custody of the said *E.* and of, for or from which he shall not so duly account and discharge himself as aforesaid, or which shall be found, confessed or proved to be imbezilled, mispent, made away, or unjustly detained by the said *E.* or any others, by or through his Means, Privity, or Procurement, so as such Money, Bills, Notes or other Things, do not exceed or amount in the Whole to more than the Sum or Value of 2000 *l.* the said *A.* his, &c. giving Notice from Time to Time unto the said *B. C.* their, &c. or some or one of them, within — Days always next after any such Money, Bills, Notes or other Things shall be so confessed, proved or made appear to be imbezilled, mispent, made away or unjustly detained by the said *E.* or by any others, by or through his Means, Privity or Procurement, or of, for and from which he shall not so from Time to Time duly account and discharge himself as aforesaid. **I**n Witness, &c.

For a Book-keeper to serve in Jamaica, but if he has not his Health, to have Liberty to Leave his Service.

This Indenture, made, &c. Between *A. B. C.* and *D.* &c. of the one Part, and *E.* of &c. of the other Part, Witnesseth, that, &c. (as in the Covenant for service abroad) dwell, serve and continue with *F.* of, &c. in the said Island, Gentleman, their Factor or Agent, or other the Factors, Agents or Assigns of the said *A. B. C.* in *J.* aforesaid, during the said Term, &c. employ himself as well in keeping the Accounts of their Plantations in the said Island, and shall and will do and perform all such other Service and Business and relating to their said Plantations in the said Island, as *F.* or other the Agents, Factors or Assigns of the said *A. B. C.* shall from Time to Time order and direct; and that he the said *F.* shall and will during the said Term be just and faithful to the said *A. B.* in and concerning, and make and give from Time to Time a true Account of, and discharge himself for all Money, Goods and Things which he shall receive, or shall come, or be committed to his Charge, Custody or Possession, during the Term: **I**n Consideration whereof, and of the Service to be performed by the said *E.* as aforesaid, the said, *A. B. C.* do hereby for themselves, their Executors Factors or Assigns, jointly and severally covenant, &c. that the said *F.* or other the Factors, Agents or Assigns of the said *A. C.* at *Jamaica*, shall truly pay, or cause, &c. unto the said *E.* in *Jamaica*, during the said Term of — Years, the Sum or Salary of — *l.* of, &c. per An. by equal quarterly Payments; the first Payment, &c. and shall and will at his and their own Charge find and provide unto and for the said *E.* good and sufficient Meat, &c. **A**nd it is covenanted and agreed between the said Parties, that if the said *E.* shall not have his Health in the said Island at any Time during the said Term, and in such Case shall be desirous to return to *England*, and leave the Service aforesaid, and for that Purpose shall give — Months Notice or Warning to the said *F.* or other the Factors, Agents or Assigns of *A. C.* in *Jamaica* aforesaid, in Writing, that then and in such Case, from and after the End of the said — Month's Notice so to be given as aforesaid, and a just and faithful Account, Payment and Delivery made, rendered and given to the said *F.* or other the Factors or Agents of the said *A. C.* at *Jamaica*, of all Money, Goods and Things, of and belonging to them the said *A. C.* or any of them, which shall be then in his Hands, Custody or Possession, and for which he shall be chargeable, and

not

not before accounted for or discharged, it shall and may be lawful to and for the said *E.* to leave the said Service, and the same shall thenceforth cease and be determined, and he the said *E.* may at any Time afterwards at his own Charge return to *E.* these Presents, or any Covenant or Article herein to the contrary, notwithstanding. *In Witness, &c.*

For a Workman to serve in Jamaica, in Consideration of Wages, &c.

THIS Indenture, made, &c. Between *J. T.* of &c. Blacksmith, of the one Part, and *L.* of, &c. of the other Part, *Witnesseth*, that the said *J. T.* doth, for the Consideration hereafter mentioned, covenant, &c. to and with the said *L.* his, &c. that he the said *J. T.* will, immediately after the Day of the Date hereof, repair and go on board such Ship or Vessel, as the said *L.* or his Assigns shall order and appoint for his Passage to *Jamaica* in Parts beyond the Seas, and continue on board the said Ship until his Arrival at *Jamaica* aforesaid; and for and during the Term of — Years, to commence and to be accounted from his Arrival in *Jamaica*, shall and will at all Times, constantly, faithfully, justly, honestly orderly, and according to the best of his judgment, Understanding and Ability, exercise himself, do and perform, and faithfully, justly, honestly and orderly serve and behave himself in the Work and Occupation of a Blacksmith, and such other Work and Service as he shall be capable to do and perform as a Covenant Servant, according to the Orders and Directions of the said *L.* or his Assigns, without departing from or leaving the said Service; *In Consideration whereof*, and of the Service to be performed as aforesaid, the said *L.* for himself, his, &c. doth hereby covenant, &c. to and with the said *J. T.* that he the said *L.* or his Assigns, will at his and their own Charges, pay for the Passage of the said *J. T.* to *Jamaica*, and there find, provide and allow him Meat, Drink, Lodging, working Tools, and all other Necessaries, Apparel excepted, during the said Term; and will also pay unto the said *J. T.* in current Money of *Jamaica*, for the first — Years of the said Term of — Years, the Sum of — *per Annum*; and for and during the last — Years of the said Term the Sum of — *per Annum* of like Money, by quarterly Payments, and by equal Portions; (*mutual Penalties.*) *In Witness, &c.*

Another to the Agent of a Merchant, where the Workman's Wife is to have an Allowance at Home, &c.

THIS Writing indented, made, &c. Between *J. M.* &c. of the one Part and *H.* of *L.* &c. for and on the Behalf of *L.* of *Jamaica*, &c. and the said *L.* of the other Part, *Witnesseth*, that the said *J. M.* in Consideration of the Sum of, &c. to him in Hand, &c. by the said *H.* for and on the Behalf of the said *L.* at, &c. in Part of the first Year's Salary or Wages, to grow due as hereunder is mentioned, whereof he acknowledges the Receipt, and for the further Considerations hereunder mentioned, *Doth* bind himself unto the said *L.* his, &c. as his and their Covenant-Servant, and doth covenant, &c. to and with the said *L.* and to and with the said *H.* for and on his Behalf, and either of them, their Executors, &c. by these Presents, that he the said *J. M.* shall and will with the first Opportunity of Shipping, (*or* upon the first Notice or Request of the said *H.*) after the Date hereof transport himself for, and go in and with such Ship or Vessel as the said *H.* shall provide and order in that Behalf, to the said Island of *Jamaica*, and there shall and will from Time to Time after his Arrival at the said Island, for the Term of — Years then next ensuing, dwell, serve and continue with the said *L.* his Executors, &c. without departing from or leaving the said Service; and during the said Term shall and will diligently, and truly and faithfully and according to the best and utmost of his Power, Skill and Knowledge, exercise and employ himself in the said Art of a House Carpenter, and do and perform all Works and Business relating thereunto, as the said *L.* his Executors, &c. shall order and direct (*or say*, or such other Person or Persons as the said *S.* by Writing under his Hand, shall from Time to Time order and direct,) for the most Profit and Advantage of the said *L.* that he can; and that he the said *J. M.* is well skilled in, and understands the said Art of a House Carpenter, and all Works belonging thereunto, and is an able Workman therein; *In Consideration whereof*, &c. the said *L.* and the said *H.* for and on the Behalf of the said *L.* do, and either of them doth hereby covenant, &c. to and with the said *J. M.* as followeth; (that is to say) That he the said *L.* his, &c. shall and will pay or cause to be paid unto the said *J. M.* during the said Term of — Years, the yearly Sum or Salary of — *l.* of lawful Money in *Jamaica*, by equal quarterly Payments, out of the first of which said quarterly Payments to grow due as aforesaid, the said — *l.* paid at Sealing hereof is to be deducted and allowed; and that he the said *H.* shall and will, for and on the Behalf of the said *L.* pay unto *M. M.* Wife of the said *J. M.* during the said Term, the further yearly Sum or Salary of — *l.* of lawful,

lawful, &c. by equal quarterly Payments, upon Advice received from Time to Time that the said J. M. was living, and in the Service of the said L. at the Time when the then preceding Quarter the said further Salary shall be due, and from which the same shall be demanded or ordered to be paid her: **And further**, that he the said L. shall and will also at his own Charge find and provide unto and for the said J. M. good and sufficient Meat, Drink, Washing and Lodging, and also bear and pay the Charge of his Passage to *Jamaica* aforesaid. **And lastly**, that if in Case the said J. M. shall behave himself well, and faithfully and diligently in his said Business, and the said L. shall approve thereof and think him deserving, he the said L. shall and will allow and pay unto the said J. M. or his Assigns, the further Sum or Salary of — *l. of, &c. per Ann.* over and above and together with his said Wages or Salary before mentioned, quarterly as the same shall become due: **But it is declared** and agreed between all the said Parties, that the said J. M. is not to claim or demand the said further Salary of — *l. per Ann.* as his due and Right, but the same is wholly at the Liberty of the said L. his, &c. whether he shall pay the same or not, as the said J. M. shall deserve the same by his diligent Service and Behaviour as aforesaid. **In Witness, &c.**

Another, from a Mother on Behalf of her Son, with a Proviso in Case of Non-payment of Wages.

THIS Writing indented, &c. **Between** A. of, &c. and B. A. Son of the said A. of the one Part, and G. of, &c. of the other Part **Witnesseth**, that the said B. A. for the Consideration hereunder mentioned, doth hereby bind himself unto, &c. for the Term of, &c. as hereunder is mentioned: **And** the said A. for the like Consideration herein after mentioned, doth for herself, her Executors and Administrators, covenant, &c. that the said B. A. her Son shall with the first Opportunity, &c. go, &c. and sail, &c. to, &c. and there shall and will for the Term of — Years, from the Time of his Arrival in the said Island to be accounted, dwell, serve and continue with such Person or Persons in the said Island, as the said C. by Writing under his Hand, to be indorsed on these Presents, shall order and direct, without departing from or leaving such his or their Service, and during the said Term shall diligently, &c. exercise, &c. to which he has been bred, and all such other Service, Work and Business, as such Person or Persons, to whom he shall be so ordered, shall require and think fit to employ him in; **To** all which said Matters and things so to be done and performed by the said B. A. he doth hereby consent and agree, testified by his Signing and Sealing, these Presents: **In Consideration** whereof, &c. the said G. for himself, &c. covenant, &c. shall and will truly pay, &c. unto the said B. A. &c. and will also during the said Term find, &c. **Provided always nevertheless**, that if the said yearly Sum or Salary of — or any Part thereof, shall be behind or unpaid by the Space of — Days, over or after any of the said Quarter-Days or Times whereon the same ought to be paid, being lawfully demanded, that then and from thenceforth these Presents, and every Covenant, Clause and Agreement herein contained, for and concerning the then Residue of the said Service so to be performed by the said B. A. of the said — Years as aforesaid, shall cease and be void; any Thing aforesaid, &c. **In Witness, &c.**

That if the Servant is disliked by him to whom he is assigned in Jamaica, he may leave the Service on paying for his Passage.

AND lastly, it is mutually covenanted and agreed by and between the said Parties to these Presents, for themselves, their, &c. that if the said F. shall dislike and not approve of the Service of the said E. and of such Dislike shall give Notice to the said E. within — Days after his Arrival at J. then and in such Case he the said E. is to be, and shall be released, and shall and may leave and depart from his Service aforesaid, paying to the said F. for the Use of him the said A. the sum of — *l.* paid him at Sealing hereof; and also paying or causing to be paid unto the said A. his, &c. Factors and Assigns, what he the said A. shall pay for the said E.'s Passage to J. aforesaid, which said several Sums the said E. agrees to pay accordingly; any Thing herein contained to the contrary, &c.

For one to serve as Master of a Ship during a Voyage, and that he shall have suitable Privileges.

THIS Writing indented, made, &c. **Between** J. H. of, &c. Mariner, of the one Part, and W. L. of, &c. Merchant, of the other Part. **Whereas** the said W. L. at the Request of the said J. H. hath admitted the said J. H. to serve and go in the Office or Place of

of Master of, &c. called the *D.* of the Burthen, &c. now, &c. for the said Ship's intended Voyage to *V.* and back to *L.* **Now know ye**, that the said *J. H.* for the Consideration hereunder mentioned, doth hereby covenant, &c. to and with the said *W. L.* his, &c. as followeth, (that is to say) That he the said *J. H.* shall and will do and perform all Matters and Things relating to the said Office or Place of Master of the said Ship, for her accomplishing and performing her said intended Voyage, according to the utmost of his Ability, for the most Profit of the said *W. L.* that he can; and also shall and will keep a just and true Account of and concerning the said Voyage, and all Monies received and paid, and all other Matters and Things relating to the said Ship in her said Voyage; and shall and will make, render and give unto the said *W. L.* his, &c. a like, true and just Account in Writing of and concerning the said Ship, and her said intended Voyage, and of all Freight and Monies received, paid, due or belonging to or on Account thereof, and also of all such Monies as shall come unto, and be remaining in his Hands on Account of the said Ship and Voyage at her Arrival at *L.* from her said Voyage, and shall and will pay the same unto the said *W. L.* his, &c. and shall and will also surrender and deliver up the actual Possession of the said Ship or Vessel, with all her Appurtenances whatsoever, unto the said *W. L.* his, &c. upon his or their Notice or Demand, or to such other Person or Persons as he or they shall appoint to receive the same; and shall not nor will do, commit, or willingly suffer to be done, any Act, Matter or Thing whatsoever, whereby or wherewith the said Ship, with her Appurtenances, shall or may be charged or incumbered: **And** in Consideration of the said Service to be done and performed by the said *J. H.* as aforesaid, he the said *W. L.* for himself, his, &c. doth covenant, &c. to and with the said *J. H.* his, &c. that he the said *W. L.* his, &c. shall and will pay and allow unto the said *J. H.* upon the Return, Arrival and Discharge of the said Ship in the River of *T.* from the said Voyage, the Sum or Salary of — of, &c. *per Month*, to be accounted from her Departure from *G.* outward, and to continue while and until the said Ship shall be discharged from her said Voyage as aforesaid, if the said *J. H.* shall so long continue Master thereof; and also Primage upon the said Ship's homewards Loading, and upon the Custom of the Ship's Loading in *V.* and also that the said *J. H.* shall have the Privilege of — *lb.* Weight of — which he may take in or lade on his Account: **And** the said *J. H.* doth hereby promise and agree to and with the said *W. L.* that he the said *J. H.* shall and will be accountable for and pay unto the said *W. L.* the Freight of all — which the said *J. H.* shall take in or bring home from *V.* in the said Ship on his own Account, above the said — *lb.* Weight: **And** to the Performance, &c. **In Witness, &c.**

For Sailors to perform a Voyage, under the Forfeiture of their Wages.

WE who have hereunto set our Hands and Seals, being hired as Mariners to serve on Board the Ship *M.* Burthen, &c. whereof *R.* is Master, in her intended Voyage to, &c. do hereby severally, in Consideration of our Wages to grow due to us respectively, covenant and agree to and with the said *R.* that each of us respectively will serve on Board, and continue in and with the said Ship during her said intended Voyage, and until her Return and Discharge therefrom into the River of *T.* or to some other Delivery Port, without departing from or leaving the said Ship or the Service thereof, under the Penalty to forfeit and lose our respective Wages to grow due for our Service in the said Ship, by Virtue of these Presents, which in such Case shall be pleaded and allowed as a Bar and Discharge of, for and from the Wages payable, or to become due to such of us which shall depart from or leave the Ship as aforesaid.

Another.

KNOW, &c. that we who have subscribed our Hands, and set our Seals hereunto, do severally, but not jointly, nor one for the other, declare and agree with *G.* Commander of the Ship *A.* now at, &c. and bound out on a Voyage to *C.* and back to *L.* that we have severally shipped ourselves on Board the said Ship for her said Voyage, at or for the several Wages mentioned herein, and inserted against our several Names hereunder subscribed; and we do hereby severally and respectively, and not jointly, nor one for the other, covenant and agree to and with the said *G.* his, &c. that in Consideration of the several Sums of Money to us paid at, &c. and of our Wages to grow due to us respectively for the said Voyage, each of us respectively will serve on Board, and continue with the said Ship during all the said intended Voyage, and until her Return and Delivery of her Lading at the Port of *L.* without departing from or leaving the said Ship, or the Service thereof, under the Penalty to forfeit and lose the Wages which shall be then due to us respectively for our Service in the said Ship, and

such Goods and Things aboard the same, belonging to such of us as shall depart from or leave the Service of the said Ship, contrary to the true Meaning of these Presents, for or towards Damages, by Virtue of these Presents, which in such Case shall be so and for that Purpose used, pleaded and allowed, as a sufficient Power and Authority for detaining, keeping and disposing of such Goods and Things aboard the said Ship, and likewise for and as a sufficient Discharge of and from the Wages which shall be due and belonging to such of us which shall so depart from, or leave the said Ship and her Service as aforesaid, and from all Actions, &c. concerning the same. *In Witness, &c.*

For Mariners to go for less Wages than hired for, if Peace shall happen.

WE whose Hands and Seals are hereunto set, Officers and Mariners hired to serve on Board the Ship *A.* in her present intended Voyage from *L.* to *B.* and thence back again to *L.* whereof *J.* is Commander, do hereby severally, but not jointly, nor one for the other, covenant and agree to and with the said *J.* his, &c. that each of us respectively will serve on Board, go and continue in and with the said Ship during all her said intended Voyage, and until her Return to the Port of *L.* at and for the Wages by us severally agreed for with the said *J.* and at which we were severally by him shipped for, in Case the War between *E.* and *F.* shall continue during the said Voyage, and until such her Return as aforesaid; but if Peace shall be concluded between *E.* and *F.* at any Time during the said Voyage, and before the said Ship's Return to *L.* then we do hereby severally agree with the said *J.* his, &c. that each of us will be contented with, and take for and in full Satisfaction and Discharge of our respective Wages or Pay, which shall or may grow due for our Service on Board the said Ship for the said Voyage from the Time that Peace between *E.* and *F.* shall take Effect, and so be concluded as aforesaid, at and after the several Rates hereunder mentioned, *viz.* The Chief Mate and Carpenter at and after the Rate of — *l.* per Month, Boatswain at, &c. the Foremast Man at, &c. without demanding or expecting any further Allowance whatsoever. *In Witness, &c.*

VII. Covenants, &c. concerning Bonds.

Covenant and Power to deduct Money out of a Salary for the Payment of Money due upon a Bond.

To all, &c. *A.* of, &c. **Know ye,** that the said *A.* for better Security and Payment of the Sum of — *l.* with Interest, which the said *A.* oweth unto *B.* of, &c. by Bond or Obligation under his Hand and Seal, bearing Date herewith, he the said *A.* for himself, &c. doth hereby covenant, &c. that he the said *A.* his, &c. will pay or cause to be paid unto the said *B.* the Deputy or Agent of the Honourable *H.* Treasurer and Paymaster to her Majesty's Office of Ordnance, the said Sum of — *l.* with Interest, out of the first Monies that shall become due and payable unto him from the said Office of Ordnance, either by Bill or Bills of Imprest, Debentures, or otherwise howsoever: **And** the said *A.* doth hereby give and grant unto the said *B.* full Power and Authority to stop, deduct, take and keep the said Sum of — *l.* and Interest, out of the first Monies that shall become due and payable to him from the said Office of Ordnance; and in Case the first Bill of Debenture be not sufficient to pay and satisfy the same, then out of such second, third, or other Bill or Bills, Debenture or Debentures, as shall be made out and payable unto him the said *A.* from the said Office, until the said Sum of — and Interest, and all necessary and reasonable Charges shall be fully paid and satisfied; and to close and make the same as paid in the Books of the said Office, and whatsoever the said *B.* shall act and do in the Premises, the said *A.* doth hereby ratify and confirm. *In Witness, &c.*

To pay equal Shares of Money borrowed upon Bonds, and likewise of Charges of Actions, &c. by Reason thereof.

Whereas *A. B. C. D. E.* and *F.* of, &c. by Obligation under their Hands and Seals, dated, &c. stand jointly and severally bound unto *G.* of, &c. in the Penalty of — *l.* for Payment of — *l.* on, &c. **And whereas** [*Recite another Bond from the said Parties to H.*] which said two several Sums, it is hereby declared, were so borrowed by them the said Parties, as the then Committee for managing of the *Plessey* and *Blyth* Undertaking, on Account thereof, and were applied to the Use of the said Undertaking; **Now these Presents witness,** that it is hereby declared and agreed by and between all of them the said Parties, and each and every of them, by and for him and themselves, his and their, &c. severally, &c. do

do covenant, &c. to and with the other of them, that each and every of them, his and their, &c. shall and will pay their respective and equal Parts and Proportions of the said Sums mentioned in, and to grow due and payable, by and upon the said several recited Obligations and Conditions, or either of them, if the said Sums shall be demanded, recovered of, or paid by them, or any of them, and will bear their like respective equal Parts and Proportions of all Actions, Suits, Costs, Charges, Payments and Damages, which shall or may be commenced, sued, prosecuted, recovered or awarded against them, or any of them, for or upon the said Obligation, or any of them. *In Witness, &c.*

VIII. Covenants, &c. concerning Debts.

That one of the Releaseors has paid his Father's Debts and Legacies, &c. and will indemnify the Releasee therefrom.

AND the said *N. B.* for himself, his Heirs, Executors, Administrators and Assigns, doth covenant, grant and agree, to and with the said *R. E.* his Heirs and Assigns by these Presents, that he the said *N. B.* has fully paid, discharged and satisfied all and every the Debts, which the said *T. B.* his late Father, deceased, owed at his Death, and all and singular the Legacies, in and by his last Will and Testament devised unto, &c. and for the Educating, &c. according to the Intent and true Meaning of the same Will; **And** that he the said *N. B.* his Heirs, Executors, Administrators or Assigns, or some of them, shall and will from Time to Time, and at all Times hereafter, well and sufficiently save harmless and keep indemnified the said *R. E.* his Heirs, Executors, Administrators and Assigns, and every of them, and all and singular such of the said Freehold and Copyhold Premises, as by the said Will are charged with, or made liable to the said Debts and Legacies, and the Charges of educating the said — or any of them, of and from the said Debts and Legacies, and Sum and Sums of Money, Claim or Demand whatsoever, which shall or may be demanded or made, sued for or recovered against him the said *R. E.* his Heirs, Executors, Administrators or Assigns, or any of them, for or on Account of any Debts of the said *J. B.* deceased, or of educating of the said — or of any or either of them.

That one who has bought Part of a Ship, will pay all Debts on Account thereof, and indemnify the Seller from the same.

WHEREAS *M. &c.* by Writing or Bill of Sale under her Hand and Seal, dated herewith, for the Consideration therein mentioned, and sold to *J. &c.* one full and equal — Part, of and in all that good Ship or Vessel called, &c. and of all Freight and Sums of Money, due and unreceived on Account of the said — Part of the Ship, as thereby, Relation, &c. **And whereas** before and at the Time of Sealing the said recited Bill of Sale, it was agreed between the said *M.* and *J.* that the said *J.* his Executors, &c. should and is to pay all or any Debts or Money which is or are owing and unpaid, on Account of the said — Part of the said Ship, for her Outset for any former Voyage or Voyages, or otherwise if any such should be due: **Now therefore** the said *J.* in Consideration of the said Sale so to him made, and in Pursuance of the said Agreement as aforesaid, doth hereby for himself, his, &c. covenant, promise and agree to and with the said *M.* her, &c. that he the said *J.* his, &c. shall and will bear and pay all such Debts, Sum and Sums of Money, which at or before the Day of the Date hereof are or may be due, owing and unpaid, on Account of the said — Part of the said Ship to him sold as aforesaid, for or on Account of the said Ship's Outset for any former Voyage or Voyages, or otherwise howsoever; and thereof and therefrom, and from all Actions, &c. by Reason thereof, shall and will at all Times hereafter save and keep harmless and indemnified the said *M.* her, &c. and her and their Goods and Estate. *In Witness, &c.*

From the Obligees to one of the Obligors in a Bond for Payment of Money; that in Consideration of Money in Hand paid, they will not demand nor sue for the Money in the Bond within a certain Time.

T**D** all, &c. *A. B.* and *C. &c.* send Greeting. **Whereas** *D. &c.* and *R. &c.* by Obligation under, &c. bearing Date, &c. stand bound unto the said *A. B.* and *C.* in, &c. conditioned to be void on Payment, of, &c. on the, &c. as by, &c. **Now know ye,** that they the said *A. B.* and *C.* for and in Consideration of the Sum, of, &c. to them in Hand, at, &c. by the aforesaid *D.* truly paid, the Receipt, &c. and for other, &c. they the said *A. B.* and *C.*

C. for themselves severally and respectively, and their several and respective Executors, &c. and not jointly, nor, &c. do covenant, &c. to and with the said D. his, &c. by these Presents as followeth, viz. That they the said A. B. and C. their, &c. nor any of them, shall or will at any Time or Times hereafter, for and during the Time and Space of — Years next, &c. sue for, demand, or expect to have received or be paid of, from or by the said D. his, &c. any Sum or Sums of Money, Consideration, Benefit or Advantage, upon, for, or in Respect of the said Bond or Obligation, in any Manner of wise; nor shall or will at any Time during the said Term sue, arrest, attach, molest, seize, extend or take in Execution the said B. his Executors or Administrators, Lands, Goods or Chattels, for or in Respect of the said Bond or Obligation, or any Sum or Sums of Money therein, or in Consideration thereof, or thereon due, or to grow due or payable. **In Witness, &c.**

That Creditors will accept of — s. in the Pound, if paid in a certain Time.

T **D** all, &c. A. of, &c. C. D. E. F. and G. &c. Creditors of H. J. of, &c. send Greeting. **Whereas** the said H. J. is indebted unto us his Creditors in several Sums of Money, which he is not able to pay: **And whereas** J. J. of, &c. Brother of the said H. J. hath freely offered to pay to each of us the Creditors of his said Brother, 5 s. in the Pound, or for every 20 s. of the Principal Debts, to each of us owing from his said Brother, if we will accept the same in full of our said Debts, and discharge his said Brother therefrom: **Now therefore know ye**, that we the said Creditors, considering the Condition of the said H. J. that he is not able to pay us our full Debts, do therefore each of us, by and for himself, his, &c. severally, &c. covenant, &c. to and with the said H. J. his, &c. that if the said J. J. his, &c. or the said H. J. or any of them, do and shall, on or before the, &c. now next, pay, or cause to be paid unto each of us the said Creditors, our, &c. at our several present Dwelling-Houses, 5 s. in the Pound, or for every 20 s. of the Principal Debts owing to us severally from the said H. J. we the said Creditors respectively, shall and will accept and receive the same in full Satisfaction of our said several Debts owing to us from the said H. J. at Sealing hereof, and all Actions, Suits, Claims and Demands concerning the same; and will then and thereupon seal, execute and deliver unto or to the Use of the said H. J. his, &c. a sufficient Release and Discharge of all Actions, Suits and Causes thereof, Debts, Dues, Bills, Specialties, Accounts, Sums of Money, Judgments, Executions, Claims and Demands, in Law and Equity, from the Beginning of the World to the Date hereof: **Provided** that if all of us the said Creditors shall not seal and execute these Presents, on or before the, &c. now next, or if the said 5 s. in the Pound shall not be duly paid us at the Time aforesaid, according to the true Meaning hereof, in either of the said Cases these Presents shall be void. **In Witness, &c.**

From a Debtor to a Creditor on his Executing a Composition, that it shall not be any Bar or Prejudice to him from recovering his full Debt, and a Release from all Covenants and Agreements therein contained.

W **H**ereas I A. B. of, &c. am indebted to C. D. of, &c. by Bond under, &c. dated, &c. in, &c. Principal Money, besides Interest: **And whereas** the said C. D. at my earnest Request, hath with other my Creditors signed to a Writing, bearing Date the — importing an Agreement by my Creditors to accept of — s. in the Pound for their full Debts (or to that Effect) although the said C. D. in the Presence of E. F. and G. F. Witnesses thereto, did declare at Sealing thereof, it was only to gratify my Importunity, and that the same was not to be, nor should be in any Bar, Discharge or Composition, of, for or from his full Debt due as aforesaid, which I also declare was never meant or intended to be any Bar, Discharge or Composition as aforesaid; **And therefore** I covenant, &c. to and with the said C. D. his, &c. that I, my, &c. will not at any Time use or plead the same, for, from, or in any wise to bar or discharge the said C. D. his, &c. from, or as, or for any Composition or Agreement, to compound or make any Abatement, of or for his full Principal and Interest due, and to grow due on the said Bond; **And** I the said A. B. do hereby for me, my, &c. release and discharge the said C. D. his, &c. of and from all and every the Covenants, Clauses and Agreements contained in the said recited Writing, by and from the said C. D. and all Actions, &c. for and concerning the same; **And** I do hereby also oblige myself, my, &c. unto the said C. D. his, &c. fully to pay to him or them the remaining Sum of — l. of the Principal, and all Interest due and to grow due on the said Bond, and agree and covenant, that he and they may at all Times have and take all legal Ways and Means for Recovery thereof; the said recited Writing, or any Covenant, Agreement or Thing therein contained to the contrary notwithstanding. **In Witness, &c.**

IX. To make and execute Writings and Conveyances, and concerning selling Estates.

(In a Settlement.)

To keep a Term of 21 Years in a Leasehold Estate renewed from Time to Time, and to assign the same to such Persons as the Freehold Premises before mentioned are vested in.

— he the said *E. H.* doth hereby for himself, &c. covenant, promise and grant, to and with the said *M. D.* and *H. G.* their Executors and Administrators, that he the said *E. H.* shall and will from Time to Time, during his Life, and before the Expiration or other Determination of the said, or of the like Term of 21 Years, if Occasion be, procure and obtain unto himself a new Grant and Lease of the said — with and under the same, or the like Covenants, Provisoos, Reservations and agreements, and for the like Time and Term as are comprised and contained in the said present Grant and Term of 21 Years, from and of the said — so that there may be the same, or the like Term or Estate of 21 Years, of and in the said excepted Premises in *Esse*, and unexpired, in him the said *E. H.* at the Time of his Death, or when he shall assign or convey the same, in Manner herein after expressed; and also that he the said *E. H.* shall and will, sometime before his Decease, grant, assign, or well and sufficiently convey and transfer the said, or the like Term and Estate of 21 Years, of and in the said — to the said *R. H.* if he be then living, and also to such Person or Persons, to whom the Freehold and Inheritance of such of the before granted and released Premises, among which the said — do dispersedly lie as aforesaid, shall at that Time, by and according to the Limitations herein before contained, belong and appertain.

That if a Mortgagor of a Lease for Lives, fail of renewing the Lease on the Death of any of the Nominees, the Mortgagees may renew it, and then the Premises to stand charged for the Expences, &c.

AND (lastly) it is hereby covenanted, concluded, declared and agreed by and between all the said Parties to these Presents, that if the said *H. H.* shall at any Time after the Death of any of the Persons named as Lives in the said Lease, and Request to him made by the said *H. W. B. U.* and *E. G.* their Heirs or Assigns, refuse or neglect to renew and take a new Lease for three Lives, from the Persons who for the Time being shall have Power to grant the same, and to pay the Fine and other Charges and Expences incident, and usually paid on the renewing the same; that then and in such Case it shall and may be lawful to and for the said *H. W. B. U.* and *E. G.* their Heirs and Assigns, to surrender the present Lease and renew the same, and take a new one in their own Names, or the Name or Names of any other Person or Persons, and to disburse and lay out such Fine, Charges and Expences, as shall be payable and occasioned as aforesaid, and in such new Lease the Leasehold Premises aforesaid shall remain and be Security to the said *H. W. B. U.* and *E. G.* their Heirs, Executors, Administrators and Assigns, as well for the Payment of all Sum and Sums of Money, as shall be disbursed or laid out by them, or any of them, as aforesaid, together with lawful Interest for the same, as for the Payment of the said Principal Sum of 500 *l.* and Interest for the same after the Rate aforesaid, and shall not be redeemed or redeemable, until all such Sum and Sums of Money, and the Interest thereof, shall be fully paid and satisfied to the said *H. W. B. U.* and *E. G.* their Heirs, Executors, Administrators or Assigns; any Thing herein contained to the contrary, &c.

That a Releasee in Trust will convey the Premises to the Person, his Heirs or Assigns, for whose Use the Premises were released.

— he the said *R. D.* for himself, his Heirs, Executors and Administrators, doth covenant, promise and grant, to and with the said *E. O.* his Heirs, Executors, Administrators and Assigns, by these Presents, that he the said *R. D.* his Heirs and Assigns, shall and will from Time to Time, and at all Times hereafter, upon the reasonable Request, and at the proper Costs and Charges in the Law of the said *E. O.* his Heirs and Assigns, convey and assure all and singular the said — in and by the said recited Indenture of Release granted and released, or mentioned or intended to be thereby granted and released, and every Part and Parcel thereof, with their and every of their Appurtenances, and all his and their Interest therein, unto the said *E. O.* his Heirs and Assigns for ever, or unto any other Person or Persons,

sons, in such Sort, Manner and Form, as by the said *E. O.* his Heirs and Assigns, or his or their Counsel learned in the Law shall be reasonably devised, or advised or required, so as the same Conveyance or Assurance contain no further or other Warranty than against the said *R. D.* his Heirs and Assigns.

For the Sale and Purchase of several Messuages, the Price to be referred to indifferent Persons.

THIS Indenture made, &c. Between *J. &c.* of the one Part, and *G. &c.* of the other Part. **W**hereas the said *J.* is possessed and interested of and in — several Messuages, &c. situate &c. which he holds by three several Leases from *E.* and are now in the several Occupations of *B. C.* and *D.* **A**nd whereas the said *J.* and *G.* have treated together for the Sale and Purchase of the said — several Messuages or Tenements, and of his the said *J.*'s Term and Interest therein, and have agreed, and do hereby mutually agree to leave the Value or Price, which he the said *G.* is to give, and the said *J.* to receive for the said — Messuages, and his Term and Interest therein, unto the Judgment and Determination of *P.* of, &c. and *N. &c.* **N**ow these Presents therefore witness, that it is mutually agreed by and between the said *J.* and *G.* and each of them for himself, his, &c. doth covenant and agree to and with the other of them, his, &c. respectively, as followeth, viz. That he the said *J.* shall and will take and receive of the said *G.* such a Price or Sum of Money for, and thereupon convey and assure, or cause to be assured unto the said *G.* the said three Leases, and his Term and Interest, Claim and Demand, of the in the said four several Messuages or Tenements; and that he the said *G.* will in like Manner pay and give to the said *J.* the Price or Sum of Money for the same, upon his the said *J.*'s granting and assigning thereof, in such Manner as the Counsel of the said *G.* shall advise, according as they the said *P.* and *N.* shall by Writing under their Hands and Seals value the same at, and for that Purpose, order and declare, on or before the, &c. next ensuing the Date hereof; to the Performance whereof, &c. (*Mutual Penalties should be added.*) **I**n Witness, &c.

That a Releasor will put Trustees into actual Possession, and will approve and confirm such Persons as they shall appoint to receive Rents, &c. which shall be applied to the Payment of Debts 'till the Estates be sold.

AND the said *J. W.* for himself, his Heirs, Executors and Administrators, doth covenant, promise and grant, to and with the said *N. W.* and *P. N.* their Heirs and Assigns, by these Presents, that he the said *J. W.* shall and will forthwith put the said *N. W.* and *P. N.* into the actual Possession of the said Trust Estates hereby conveyed, and will approve and confirm such Person and Persons, as they shall appoint to receive the Rents and Profits of the said Trust Estates, which said Rents and Profits the said *J. W.* doth hereby agree, until Sale of the said Trust Estates, shall be from Time to Time paid, and applied to discharge and keep down the Interest of the said Schedule Debts, in such Manner as the said *N. W.* and *P. N.* shall appoint.

A Deed of Covenant from a Vendor, that the Lands sold are let at the annual Rents mentioned in a Particular delivered to the Purchasers, who were Executors in Trust.

TALL to whom these Presents shall come, *J. B.* of, &c. sendeth Greeting. **W**hereas the said *J. B.* hath for the Sum of, &c. of lawful Money of Great Britain, sold to the Right Honourable *E.* Earl of, &c. the Right Honourable *T.* Lord *F. &c.* and Executors of, and Trustees named in the last Will and Testament of *J.* late Duke of, &c. deceased, the Manors or Lordships, or reputed Manors or Lordships of *J.* and *W.* and divers Messuages, Farms, Tenements and Hereditaments mentioned in a Particular thereof, delivered to the Lord's Executors, to be now let to several Tenants at severall yearly Rents amounting to the yearly Sum of, &c. **N**ow know ye, that the said *J. B.* doth hereby for himself, his Heirs, Executors and Administrators, covenant, promise and grant, to and with the said *E.* Earl of, &c. and, &c. their Heirs and Assigns, that the said Manors or reputed Manors, Messuages, Farms, Lands, Tenements and Hereditaments in the said Particular described, are bona fide let to the Tenants therein named, at the several annual Rents therein mentioned. **I**n Witness, &c.

From

From a Person on his settling Accounts on Behalf of two others, that they shall execute a Release of all Demands.

T^D all, &c. *A. &c.* and *B. &c.* send Greeting. **W**hereas *C. &c.* hath on the Day of the Date hereof, duly executed and delivered unto or to the Use of *D. and E. of, &c.* who are Executors of the last Will and Testament of *F. late, &c.* a general Release and Discharge, as well as they are Executors of the said *F. deceased*, as otherwise on their own Account; and hath also on the Day of the Date hereof paid unto and deposited in the Hands of the said *A. and B.* for the Use of the said *D. and E.* the Sum of, *&c.* which upon adjusting Accounts between the said *A.* for and on the Behalf of the said *D. and E.* and the said *C.* appears to be remaining due from him in full of all Accounts between them, as well on Account of the said Executorship, as otherwise, the Receipt whereof the said *A. and B.* acknowledge accordingly: **N**ow know ye, that the said *A. and B.* do hereby, *&c.* covenant, *&c.* with the said *C. his, &c.* that they the said *D. and E.* their, *&c.* or some Person lawfully authorised by them, shall on, *&c.* seal execute and deliver unto or to the Use of the said *C.* a good and sufficient general Release and Discharge of all Demands, as well as they are Executors to the said *F.* as otherwise on their own Account; to the Day of the Date hereof. **I**n Witness, &c.

To transfer Stock and Annuities in Trust.

— that he the said *N. P.* shall and will, as soon as conveniently may be, make and transfer in the said Company's Books of the said Capital Stock and Annuities hereby assigned; or intended so to be; and the Interest and Dividends thereon due and to grow due unto the said *F. B.* **I**n Trust nevertheless for the said *M. B.* her Executors, Administrators and Assigns; pursuant to the true Intent and Meaning of these Presents.

A Deed of Covenants not to distrain on a Reversionary Estate bought by a Purchaser, Subject to Leases, &c.

T^HIS Indenture, &c. **B**etween *B. P.* of, *&c.* Gent. of the one Part, and the most noble *J. Duke of M.* of the other Part. **W**hereas the said *B. P.* by Indentures of Lease and Release, bearing Date respectively the fifth and sixth Days of *July* now last past, for the Considerations in the said Indenture of Release mentioned, *Did* grant and convey unto the said *J. Duke of M.* his Heirs and Assigns, *All* that Piece or Parcel of Ground, being Part of a Field heretofore called, *&c.* situate, *&c.* in the Possession, *&c.* and containing, *&c.* together with a Messuage or Tenement, and all other the Erections and Buildings thereon erected and built, then and now in the Possession of the said *J. Duke of M.* and all Ways, *&c.* and the Reversion, *&c.* and all the Estate, *&c.* *To hold, &c.* unto and to the Use of the said *J. Duke of M.* his Heirs and Assigns for ever, *Subject nevertheless* to the several Leases, Demises and Terms of Years therein particularly mentioned and excepted, out of the said Grant and Conveyance, as in and by the said in Part recited Indenture, *&c.* *By virtue* of which said therein excepted Leases, Demises and Terms of Years, some or one of them, the said *B. P.* may and hath a Right from Time to Time, (in case the yearly Rents, Sum or Sums of Money, in and by the said Leases, Demises and Terms of Years reserved and issuing in Part of the said Premises, as being Parcel of the said Field heretofore called *M. alias K. Close*, in the said Leases, Demises and Terms of Years mentioned, shall hereafter be in Arrear and unpaid, at the several and respective Days and Times mentioned and appointed for the Payment of the same) during the Continuance of the said several Leases, Demises and Terms of Years, to enter in and upon all the Premises so conveyed to the said Duke as aforesaid, or any Part thereof, and to distrain for such Rent, Sum or Sums of Money, which shall or may be hereafter in Arrear and unpaid, at the said several and respective Days and Times appointed for the payment of the same: **N**ow this Indenture witnesseth, that the said *B. P.* (for and in Consideration of the Sum of *5 s.* of *&c.* to him in Hand, *&c.* at, *&c.* the Receipt, *&c.* and in pursuance of an Agreement made between the Parties to the said Lease and Release, and to these Presents, at or before the Time of the Sealing and Delivery of the said Lease and Release) **D**oth for himself, his Heirs, Executors and Administrators, covenant, promise and agree, to and with the said *J. Duke of M.* his Executors, Administrators and Assigns, in Manner and Form following; (that is to say) **T**hat he the said *B. P.* his Heirs or Assigns, shall not nor will at any Time from henceforth enter into or upon the Premises so conveyed to the said *J. Duke of M.* and his Heirs, or any Part thereof,

thereof, to distrain thereon for any Rent, Sum or Sums of Money, which shall or may hereafter become due or payable by Virtue of any of the said Leases, Demises or Terms of Years, or otherwise howsoever, or upon any other Account, or to any other Purpose whatsoever, so as to interrupt the said J. Duke of M. his Heirs or Assigns, in the lawful Possession of the said Premises, or any Part thereof, or to charge the said J. Duke of M. his Heirs or Assigns, in Respect of the Premises so conveyed to him as aforesaid, with the said reserved Rent or Rents, or any Part thereof: **Provided always nevertheless**, and it is hereby agreed, that nothing herein contained shall extend, be deemed or taken to extinguish the Rent or Rents, Sum or Sums of Money by the said Leases, Demises and Terms of Years reserved as aforesaid, or to hinder the said B. P. his Heirs or Assigns, to have, demand, ask, receive, take, enter or distrain for the same on the Residue of the said Field called M. alias K. Close, not conveyed to the said J. Duke of M. and his Heirs, in as ample a Manner as if these Presents had never been made: **And lastly**, that he the said B. P. &c. (*Covenant to produce Deeds.*) **In Witness, &c.**

X. Covenants concerning (a) Lessors and Lessees.

To pay the Rent in a recited Lease reserved.

AND also that he the said N. F. his Executors, Administrators or Assigns, or some of them, shall and will from Time to Time well and truly pay, or cause to be paid the said yearly Rent or Sum of 10*l.* in and by the said herein before recited Indenture or Demise or Lease reserved or payable.

That two Persons shall pay their proportionable Shares (with a Lessee, in Trust for himself and them) of Ground Rent, rebuilding Houses, and of such Costs, &c. as the Lessee may be put to by Reason of his Name being used in Trust for them all.

AND the said J. F. and E. D. and S. his Wife, for themselves severally and not jointly, and for their several and not Joint Executors and Administrators, do declare, covenant and grant to and with the said M. F. her Executors, Administrators and Assigns, that they the said J. F. E. D. and S. his Wife respectively, or their respective Executors, Administrators and Assigns, shall and will well and truly pay and allow their proportionable Share of the Ground Rent reserved on the said three recited Leases, during, &c. and also their proportionable Share of the Charges, in pulling down and Rebuilding the said ——— and Repairing the same during the Continuance of the said Leases, and their proper proportionable Share of all such Costs, Charges and Expences, as the said M. F. shall be put unto, by Reason of her Name being used in the said three Leases, or of any Covenant or Agreement therein contained.

To pay Money on Death, Alienation, Assignments or Marriage, as an Heriot, &c.

AND the said A. S. for herself, &c. doth covenant, &c. to and with the said Duke, his, &c. by these Presents, that she the said A. S. her Executors, Administrators and Assigns, upon the Death of the said A. S. and upon every Death or Decease of any Tenant of the whole Premises, and upon every Alienation or Assignment of her or their whole Estate, Interest and Term of Years to come of and in the said Messuages and Premises, or in any Part thereof, for the whole Term therein then to come and unexpired; **And also** upon every new Marriage of the Widower of the said A. S. or of the Widow of any other Assignee or Assignees, Tenant or Tenants of the whole Term; **And also** upon every Alienation or Assignment of their, or any of their Executors, Administrators or Assigns, shall and will well and truly pay, or cause to be paid unto the said Duke or his Assigns, or to such other Person or Persons, who for the Time being shall be intitled to the next and immediate Reversion of the hereby leased Premises, on the Determination of the said Term of 21 Years, the Sum of 1*l.* 15*s.* of, &c. within three Months next after every or any such Death, Decease, new Marriage, Alienation or Assignment as aforesaid, and in the name of an Heriot or Income or additional Rent, besides the said yearly Rent of 7*l.* and all other the Payments reserved and payable by Virtue of these Presents; **And** if it shall happen at any Time hereafter, that any of the said Sums of 1*l.* 15*s.* so to be paid as aforesaid, or any Part thereof, shall

In Default of
Payment, En-
try and Di-
strefs.

(a) See Tit. Leases.

shall be behind or unpaid, by the Space of three Months next after any such Death, Decease, new Marriage, Alienation or Assignment as aforesaid, or if the said *A. S.* her Executors, Administrators or Assigns, or any other Person or Persons interested in the said Messuage or Tenement and Premises, or any of them, shall refuse, omit or neglect to pay or render to the said Duke, or his Assigns, or to such Person or Persons, who for the Time being shall be intitled to the immediate Reversion of the Premises expectant on the Determination of the said Term of 21 Years, or to his or their general reputed Steward or Receiver of the Rents of the Premises for the Time being, the said Sum of 1*l.* 15*s.* or any Sum of 1*l.* 15*s.* which according to the Intent hereof ought at any Time to be paid as aforesaid, within the Space of three Months next after any such Death, Decease, new Marriage, Alienation or Assignment as aforesaid, that then it shall and may be lawful to and for the said Duke, and his Assigns, and to and for such other Person or Persons, who shall be intitled to the said Sum or Sums of 1*l.* 15*s.* so in arrear, into the said leased Messuages and Premises, or into any Part thereof, to enter and distrain, and the Distress and Distresses then and there found to take, seize, drive and carry away, and the same to detain and keep until every such Sum of 1*l.* 15*s.* as shall be then due, with lawful Interest for the same, from the Time they respectively become due, and the Charges of such Distresses shall be fully paid and satisfied, or at the Choice of the said Duke, or his Assigns, or of such other Person so intitled to the said Sum or Sums of Money so distrained for, to sell the said Goods so distrained for the Raising of what shall be so due to them, returning the Overplus (if any shall be) to the Owner or Owners of the Goods so distrained.

Premises not to be assigned without Notice to the Lessor.

AND also that the said *A. S.* her Executors, Administrators or Assigns, shall not nor will, during the said Term hereby leased, or any Part thereof, transfer or assign over, let, set or mortgage the said Messuages and Premises, or any Part thereof, for the said Term of 21 Years, or any Part thereof, to any Person or Persons whatsoever, without giving Notice thereof in Writing under their Hands unto the said Duke or his Assigns, during the Life of the said Duke, or after his Decease, to such other Person or Persons, who for the Time being shall be intitled to the next and immediate Reversion of the said leased Premises expectant on the Determination of the said Term, or in his or their Absence, to his or their generally reputed Steward or Receiver of the Rents of the Premises for the Time being.

Deeds to be made by the Steward.

AND that always such Lease, Mortgage or Assignment of the same, shall be made written and ingrossed by such Steward or Receiver, or by such other Person as the said Duke shall nominate and appoint, at the Charge of the said *A. S.* her Executors, Administrators or Assigns, that so the said Duke or his Assigns, or such other Person as aforesaid intitled to the Reversion of the said leased Premises, may know the true Lessee or Tenant thereof, and the Time of leasing or assigning the same to such new Tenant.

Nomine Poenæ in case of want of Notice, &c.

AND if the said *A. S.* her Executors, Administrators or Assigns, shall so lease, mortgage or assign without giving such Notice, or without causing such Lease, Mortgage or Assignment to be written and ingrossed as aforesaid; that then and in such Case the said *A. S.* her Executors, Administrators and Assigns, and every of them, so often as they or any of them shall so let, mortgage or assign, without such Notice given as aforesaid, shall and will well and truly pay, or cause to be paid unto the said Duke, his Heirs or Assigns, the Sum of 17*s.* 6*d.* of lawful British Money *Nomine Poenæ*.

That the Tenant shall keep a Brewhouse and Utensils demised in Repair.

AND also that the said *C. D.* his, &c. shall and will well and sufficiently maintain, repair, sustain and amend the said Brewhouse, Vessels and Utensils and Premises, during the said Term. See the Proviso as to the Oldness, &c. of the Vessels, Tit. Proviso.

Covenant that the Tenant shall kill Cattle and sell the same in such a Compass.

AND that the said *A. S.* her Executors, Administrators and Assigns, and her and their Tenants, Undertenants and Assigns, and every of them, shall and will from Time

To pay the
usual Rates
for the same.

to Time, and at all Times during the Term hereby leased, kill, dress and order, or cause to be killed, dressed and ordered, all and every of the black Cattle, Oxen, Bulls, Cows, Heifers, Stukes and Steers belonging to them, or any of them, or which shall be killed, dressed and ordered by them, or any of them, or for their or any of their Use, or by their or any of their Order or Orders, or which shall by them, or any of them be exposed to Sale at the said leased House or Premises, or any of them, or elsewhere within the said Parish of St. C. D. at the Slaughter-house lately erected by J. I. deceased, on the Ground now belonging to the said Duke, in or near S. Street in the Parish and County aforesaid, and not elsewhere, and shall and will pay unto the said C. G. Executor of the last Will and Testament of the said J. I. or to such other Person or Persons to whom the said Slaughter-House shall from Time to Time belong, the common, usual and accustomed Rates for killing, ordering and dressing of the same, and no more.

A Deed of Covenant to leave Goods, &c. in a House.

Whereas A. of, &c. by her Indenture of Lease, dated the, &c. hath let unto B. of, &c. a Messuage or Tenement, with the Appurtenances, situate, &c. for — Years, from — now last past; **And whereas** the several Things mentioned in the Schedule herein after contained, at the Making and Executing of the said Lease were, and now are in, about and belonging to the said letten Premises, and are to be left therewith at the End of the said Lease; **And therefore** the said B. for himself, his, &c. doth hereby covenant and agree to and with the said A. her, &c. that he the said B. his, &c. at the Expiration of the said — Years, or other sooner Determination of the said Lease, shall and will leave with the said Premises, the said several Things mentioned in the Schedule hereunder contained, in as good Condition as the same now are (reasonable Use and Wearing thereof in the mean Time excepted). **In Witness, &c.**

Differences amongst Tenants to be determined by the Lessor, &c.

AND if any Doubt, Debate, Question or Controversy shall at any Time hereafter, during the said Term hereby granted, arise, come, grow, and be between the said A. S. her Executors, Administrators or Assigns, and any other the Tenants and Farmers of the Lands, Tenements or Hereditaments in the said Parish of St. C. D. belonging to the said Duke, or his Assigns, or to such other Person or Persons, who shall for the Time being be intitled to the immediate Reversion of the said hereby leased Premises, immediately expectant on the Determination of the said Term, by Reason of any antient Light or Lights, Annoyance, or any other Matter or Thing whatsoever touching or concerning the said leased Premises, or any Part thereof, or such other Lands, Tenements or Hereditaments as aforesaid, or any Part thereof; that then and in every such Case, the said A. S. her Executors, Administrators and Assigns, shall and will stand to and obey such Order, Direction and Determination therein, as the said Duke, or his Assigns, or his or their Steward or Receiver for the Time being, or such Person or Persons who for the Time being shall be so intitled to the Reversion of the said leased Premises, immediately expectant on the Determination of the said Term, or his or their Steward or Receiver for the Time being, shall award and appoint in that Behalf in Writing under his or their Hand or Hands; and in Case the said A. S. her Executors, Administrators and Assigns, or any of them, shall not stand to and obey such Order and Determination as shall be so made, then and in such Case the Person refusing or neglecting so to do, shall pay and forfeit unto the said Duke, or his Executors, Administrators or Assigns, the Sum of 100 l. of, &c.

From Lessors to a Lessee, that he shall have the Benefit of a Policy of Insurance (made in the Name of one of the Lessors for the Use of them all) of the House granted.

Tall, &c. A. B. C. and D. of, &c. send Greeting. **Whereas** the said A. B. &c. by Indenture of Lease under their Hands and Seals, bearing even Date, &c. have let unto E. of, &c. a certain Messuage, &c. situate, &c. for, &c. at the yearly Rent therein mentioned; **And whereas** by a certain Instrument or Policy of Insurance, under the Hands and Seals of G. and H. Gent. bearing Date, &c. the said A. in his own Name only did insure the said Sum of — l. to be paid at the End of — Months after the said House shall be burned down, demolished or damnified, by or by Reason of Fire; and so often as any new House to be built in the Place thereof shall be burned down, demolished or damnified by Fire within the Term of — Years from the Date thereof, (in Case the said House, or such new House, be only damnified, or if such House be not repaired and put in so good Condition

Condition as the same was before, then the like Sum of — l. [or to that Effect], as by, &c. Relation, &c. **Which** Insurance was so made by and in the Name of the said A. only, but for the Use and Benefit of them the said B. C. and D. as well as himself: **Now these Presents witness**, that the said A. and likewise the said B. &c. for themselves, their, &c. jointly and severally do covenant, &c. that in Case the said Premises by the said recited Lease demised, or any Part thereof, at any Time or Times during the now Remainder of the Term in the said recited Writing or Policy mentioned to come and unexpired, shall happen to be burned down, demolished or damaged by or by Reason of Fire, that then and so often he the said E. his, &c. shall and may have and receive all Sum and Sums of Money mentioned in, and which shall become payable by and upon, and all other Benefit and Advantage to be had and taken by Virtue of the said recited Policy of Insurance, for and towards repairing, rebuilding or making good the said Messuage or Tenement, notwithstanding the said recited Lease, or any Covenant or Agreement therein contained on the Part of the said E. for repairing and upholding the said Premises, as therein is mentioned; and that in such Case the said A. his, &c. shall and will at the Charge of the said E. his, &c. either assign the said Policy of Insurance to him or them, or sufficiently empower him and them to demand, recover and receive the same for the Repairing, Rebuilding and making Good the said Messuages, &c. or any Part thereof, so often as the same shall happen to be burned down, demolished or damaged by Fire, within the now Remainder of the said Term in the said Policy mentioned, as by him or them, &c. **In Witness, &c.**

That a Lessee shall make good what a Policy of Insurance shall fall short of, and shall renew the Policy at its Expiration.

TO all, &c. A. &c. sends Greeting. **Whereas** by a certain Indenture or Policy, &c. under, &c. of B. and C. bearing Date, &c. the said A. hath insured the Sum of — l. on a Messuage in his Occupation, situate, &c. for, &c. for Rebuilding, &c. in Case, &c. as thereby, Relation, &c. **Now these Presents witness**, that the said A. for himself, his, &c. doth covenant, &c. that in Case the said Premises, or any Part thereof, at any Time or Times during the Term in the said recited Writing or Policy mentioned, shall happen to be burned down, demolished, or damaged by or by Reason of Fire, that then and so often all such Sum or Sums of Money which shall become payable by and upon the said recited Writing or Policy, shall go and be applied for or towards the Repairing, Rebuilding or making Good the said Premises, and shall not be used or converted by the said A. his, &c. to any other Purpose whatsoever; and in Case the same shall fall short, and not be sufficient to repair or rebuild the said Premises, that in such Case, and so often, he the said A. his, &c. will bear all further Charges of Repairing or Rebuilding the said Premises, and making the same in the like Condition as when so burned down or damaged, according to the true Intent and Meaning of the Covenants in the Lease thereof granted by the said D. to the said A. contained on the Part of the said A. to be performed, without any Benefit, by Virtue thereof, or of the said Insurance, or otherwise in Law or Equity, to be had or claimed to the contrary: and that at the Expiration of the said — Years, he the said A. will renew and continue the said Insurance on the said Premises for the said Sum, at the least for — Years longer, and from the End thereof, for the Residue of the Term of — Years, by the said Lease granted, to be applied for the Purpose aforesaid. **In Witness, &c.**

That the Lessee shall not be chargeable for any Accident by Fire.

AND lastly, it is covenanted, concluded and agreed, by and between the said Parties to these Presents, that the said A. B. his Executors, Administrators or Assigns, shall not by Virtue of these Presents, or any Article, Clause and Agreement herein contained, be chargeable or charged with, or answerable for any Accidents of Fire which shall happen during the Continuance of this Demise, and that such Accidents of Fire are wholly excepted out of the before mentioned Covenant, for keeping and leaving the Premises in Repair; and the said A. B. his Executors, Administrators and Assigns, is not, by Colour of any Clause in these Presents contained, to answer or make good any such Accidents, or any Damage occasioned thereby, but that the same are to be born by the said T. P. his Heirs or Assigns; any Thing in these Presents contained to the contrary in any wise notwithstanding.

That a Lessee shall not lop Trees, but permit the Lessor or his Servants to lop them.

AND that the said E. G. his Executors, Administrators and Assigns, shall not, nor will at any Time or Times hereafter during the said Term of Years hereby granted, lop,
top,

top, cut or prune any of the Trees, of what Sort or Kind soever, standing, growing or being on the said demised Premises, or any Part or Parcel thereof; but shall and will permit and suffer the said *H. Y.* her Executors, Administrators, Servants or Assigns, to lop, top, cut or prune the same Trees, or any of them, when and as often as she or they shall be minded so to do.

That the Lessee of an Alehouse shall not brew upon the Premises, and that as often as he does so, or conveys the Premises, (without the Consent of the Lessor) he shall pay 100l.

AND moreover, that he the said *E. G.* his Executors, Administrators and Assigns, shall not, nor will at any Time or Times hereafter during the Term of Years hereby granted, make or brew, or cause to be made or brewed any Beer, Ale, or other Liquor, in, upon or about the Premises hereby demised, or any Part thereof, either for Retail in the said Messuage or Tenement, or otherwise howsoever; and that as often as the said *E. G.* his Executors, Administrators or Assigns, do or shall make or brew any Beer, Ale, or other Liquors as aforesaid, and also as often as he the said *E. G.* his Executors, Administrators or Assigns, or any of them, do or shall, at any Time or Times hereafter during the Term of Years hereby granted, alien, bargain, sell, assign, grant, demise, or otherwise convey or make away this present Indenture of Lease, or the Term of Years herein granted, or any Part thereof, or the Premises hereby demised, or any Part thereof, to any Person or Persons whatsoever, without the Special Licence, Consent and Agreement of the said *H. Y.* her Executors, Administrators and Assigns, first had and obtained, to be set down in Writing under her or their Hand or Hands on the Back of this present Indenture of Lease, that then he the said *E. G.* his Executors, Administrators or Assigns, or some of them, shall and will so often content and pay, or cause to be contented and paid unto the said *H. Y.* her Executors, Administrators or Assigns, the Sum of 100l. of, &c. (*Nomine Penae*).

Nor bring Company into any of the Arbours or Premises of the Lessor, except at certain Times, &c.

AND also, that he the said *E. G.* his Executors, Administrators or Assigns, shall not, nor will at any Time or Times hereafter during the Term of Years hereby granted, bring any Person or Persons, or Company whatsoever, into the Walks, Arbours, old Nine-Pin Ground, or other the Premises of her the said *H. Y.* or any Ways use the same, except only at the Times, and in Manner and Form as is above reserved and mentioned, (i. e. *amongst the Parcels*) he shall use the same, and not otherwise.

A Deed of Covenant from the Assignee of a Lease, to indemnify the Assignor from the Rents and Covenants in the Lease, where the Assignment is made by Indorsement.

To all, to whom, &c. *T. M.* of, &c. sends Greeting. **Whereas**, &c. (*Recital of the Lease to M. M.*) **And whereas** the Estate, Right and Title of the said *M. M.* by divers mesne Assignments and Conveyances in the Law, became vested in *H. A.* of — **And whereas** the said *H. A.* by Assignments, indorsed on the Back of the above recited Indenture of Lease, bearing even Date with these Presents, in Consideration of, &c. (*Recital of the Assignment to T. M.*) **Now these Presents witness**, and the said *T. M.* for himself, his Executors, Administrators and Assigns, doth covenant, promise and agree, to and with the said *H. A.* his Executors and Administrators, by these Presents, that he the said *T. M.* his Executors, Administrators and Assigns, shall and will from Time to Time, and at all Times hereafter, well and truly pay, or cause to be paid, the said yearly Rent of — *l.* in the above recited Indenture of Lease reserved, and perform, fulfil and keep all and every the Covenants, Grants, Articles and Agreements mentioned and contained in the said recited Indenture of Lease, on the Tenant or Lessee's Part and Behalf, from henceforth to be paid, kept, done and performed, according to the true Intent and Meaning of the same Indenture, and also well and sufficiently save, defend, keep harmless and indemnified the said *H. A.* his Executors, Administrators and Assigns, and his and their Lands, Tenements, Goods and Chattels, and every of them, of, from and against the said Rent, Covenants and Agreements, and every of them, and of, from and against all Actions, Suits, Costs, Charges, Damages and Demands whatsoever, for, touching or concerning the same, or any of them, in any Manner of Ways whatsoever. **In Witness**, &c.

From

From the Assignee of Leases, to indemnify the Lessee from Rents and Covenants.

Usually inserted in an absolute Assignment of a Term.

AND lastly, that the said J. S. for herself, her Executors Administrators and Assigns, doth hereby covenant, promise and agree, to and with the said A. J. her Executors and Administrators, by these Presents, that she the said J. S. her executors, Administrators and Assigns, shall and will from Time to Time, and at all Times hereafter during the now Residue of the several Terms of — Years and — Years, pay and discharge the said several yearly Ground Rents of — and — by the said two several recited Indentures of Lease respectively reserved, to the proper Persons intitled to receive the same, and also perform and keep all and every the several Covenants, Conditions and Agreements therein contained, and which from henceforth during the now Residue of the same several Terms on the Lessee's Part are to be paid and performed, and thereof and therefrom shall and will from Time to Time, and at all Times hereafter, well and sufficiently save, keep harmless and indemnified the said A. J. her Executors and Administrators, and her and their Real and Personal Estates, of and from all Actions, Suits, Costs, Charges and Damages, which she or they shall or may pay or sustain for or by Reason or in Respect of her the said J. S. her Executors Administrators or Assigns Non-payment of the said several yearly Rents, or the Non-performance of any of the Covenants in the said Indentures of Lease reserved and contained, and also of and from all Actions and Suits to be brought by or prosecuted in the Name of the said A. J. her Executors or Administrators, for the Recovering of the said hereby assigned Monies, by Virtue of the Power and Authority hereby given to the said J. S. her Executors, Administrators and Assigns, for that Purpose, and also of and from all Costs and Charges touching the same.

Another in fewer Words.

— That he the said F. H. his, &c. shall and will at all Times from henceforth pay all Rents payable on the said assigned Lease, and perform and keep all and singular the Covenants and Agreements which on the Lessees or Assignees Parts and Behalvs are and ought to be done and performed in Respect of the said Premisses, and save harmless and keep indemnified the said H. D. his Executors and Administrators, of and from the same, and all Damages and Expences which may happen to him or them, or any of them, by Reason of the Non-payment or Non-performance thereof.

To pay Rent, and perform Covenants in a Lease assigned.

Tall &c. J. K. &c. sends Greeting. **W**hereas J. C. &c. by his Indenture, &c. bearing Date, &c. did demise and let unto W. C. &c. (*Recite the Lease*): **A**nd whereas W. C. by a Writing or Indorsement on the said recited Lease under his Hand and Seal, bearing Date, &c. for the Considerations therein mentioned, *Had* assigned, &c. unto the said J. K. the said recited Lease and Premisses thereby granted, with the Appurtenances, and all his Estate, &c. *To hold*, &c. under and subject to the Rents and Covenants thereby reserved and contained, on his and their Parts to be paid and performed, as by the said recited Lease and Indorsement thereon, Relation, &c. **N**ow these Presents witness, that the said J. K. doth hereby, &c. [*Covenant, &c. to and with the said W. C.*] that he the said J. K. his, &c. shall and will from the, &c. for all the Residue of the said Term of — Years by the said recited Lease granted, well and truly pay or cause, &c. the said yearly Rent thereby reserved, in Manner as the same shall become due and payable; and will also from Time, &c. observe, perform and keep all the Covenants, Articles, Clauses and Agreements therein contained, which on the Tenant's or Lessee's Part of the said Premisses are and ought to be paid, done and performed; and thereof and therefrom, and from all Actions, &c. by Reason thereof, or the Non-payment or Non-performance thereof in any wise, shall and will at all Times hereafter well and sufficiently save and keep harmless and indemnified the said W. his Heirs, &c. his and their Lands, Tenements, Goods and Chattels, and every of them. **I**n Witness, &c.

To continue a Lease six Months longer; but if the Lessor can let the House before the Expiration of the six Months, the Lessee to surrender.

THIS Writing indented, &c. **Between** A. &c. of the one Part, and B. of, &c. of the other Part. **Whereas**, &c. [*Recite the Lease from A.*] which Lease and Term expired on the Feast-Day of, &c. last: **And whereas** the said A. hath by Agreement dated, &c. let the said Premises to the said B. from the Feast, &c. unto the Feast of, &c. as thereby may appear: **Now these Presents Witness**, that the said A. doth hereby for himself, his, &c. covenant, &c. that he the said B. his, &c. shall and may peaceably and quietly have, hold, occupy, possess and enjoy the said Messuage, &c. and all other the Premises, with the Appurtenances, by the said recited Lease granted, together also with, &c. from, &c. unto, &c. at the Rent or Sum of — l. to be paid as hereunder is mentioned, and under the Covenants, Provisoes and Agreements contained in the said recited Lease, on his and their Parts to be paid and performed during the said Term, without any lawful Let, Suit or Eviction, of or by the said A. his, &c. or any others, by or through his, their or any of their Means or Procurement, (unless the said A. shall in the mean time let the said Premises to any other Person or Persons; and in such Case these Presents to be determined, and the said B. is to surrender the Premises on or before, &c. **And** the said B. doth hereby for himself, his, &c. covenant, &c. that he the said B. his, &c. shall and will, for and during the said Term hereby letten, truly pay or cause to be paid unto the said A. his, &c. the Rent or Sum of, &c. on, &c. or on the said, &c. now next, if the said A. shall let the Premises in the mean Time as aforesaid) and will also observe and perform all and singular the Covenants, Articles and Agreements in the said recited Lease contained, on his and their Parts and behalfs to be observed, performed and kept, as fully and amply as if the same were particularly mentioned and contained in this present Writing: **And** the said B. doth also covenant and agree with the said A. that if the said A. shall let the said Premises at any Time before — next, in such Case he will upon Notice thereof, and if required by the said A. his, &c. surrender and yield up the Premises on the, &c. now next, or at any Time afterwards and before — next. **In Witness**, &c.

A Deed of Covenant from the original Landlord of other Houses to a Lessee of another Tenement, to have the Benefit of Lights, &c.

Recitals.

As to his being seised, &c. of Premises.

As to the other Tenant's Possession of the other House adjoining.

As to such Tenants, Landlord having no Right to the Lights therein, &c.

And of Blinds being put up, &c.

And as to Agreement for having Benefit thereof, for a Term, &c.

Consideration.

THIS Writing shall come, F. S. of, &c. Gent. sendeth Greeting. **Whereas** the said F. S. is seised to him and his Heirs of and in a certain Piece of Ground, and several Messuages or Tenements erected, called or known by the Name of G.'s Rents, alias *New Court*, situate, &c. now in the Tenure or Occupation of him the said F. S. his Under-Tenants or Assigns: **And whereas** F. P. of L. Widow and Relict of H. P. late Citizen, &c. deceased, is interested and possessed of and in a certain Messuage or Tenement, with its Appurtenances, commonly called or known by the Name or Sign of the *Sugar Loaf*, situate, &c. which at the Time of the said H. P.'s Death, and for several Years were in the Possession of him the said H. P. his Under-Tenants or Assigns: **And whereas** there are several Window-Lights on the North Side of the said Messuage or Tenement, late in the Possession of him the said H. P. and now of the said F. P. which open or look into the said Ground called *New Court*, belonging to the said F. S. as aforesaid; and it is affirmed and insisted upon by the said F. S. that the Landlord of the said Messuage or Tenement called the *Sugar Loaf*, had no Right to make the said Window Lights to open or look into the said Ground of the said F. S. and therefore the said F. S. in the Life-time of the said H. P. did erect Blinds against the said Window-Lights, to prevent and obstruct the said H. P. from having the Benefit of the said Lights into the said Ground of the said F. S. and thereupon the said H. P. in his Life-time did come to an Agreement with the said F. S. to pay him a certain Sum of Money for the Benefit of the said Lights for a certain Term of Years to come, rather than engage himself in a Suit of Law with the said F. S. touching the Right thereof: **And whereas** since the Death of the said H. P. the said F. P. hath come to an Agreement with the said F. S. to give him the Sum of twenty Guineas for the peaceable Enjoyment of the said Lights, for such a Term of Years as herein after mentioned: **Now know ye**, that the said F. S. (for and in Consideration of the said Sum of twenty Guineas to him in Hand paid by the said F. P. at or before, &c. the Receipt, &c.) **Doth** for himself, his Executors and Administrators, covenant, promise and agree, to and with the said F. P. her Executors and Administrators, by these Presents, that she the said F. P. her Executors and Administrators, and all other the Tenants and Occupiers of the said Messuage or Tenement called the *Sugar-Loaf*, shall and may from Time to Time, and at all Times hereafter, for and during

during and until the Feast-Day of *St. Michael* the Archangel, which will be in the Year of our Lord — peaceably and quietly hold, possess and enjoy the full and free Liberty, benefit and Advantage of the said several Lights into the said Ground called *New Court*, in such Manner as they now are and have been heretofore held and enjoyed by the Tenants or Occupiers of the said Messuage or Tenement called the *Sugar Loaf*, without any Manner of Let, Hindrance, Molestation or Interruption of or by the said *F. S.* his Heirs, Executors, Administrators and Assigns, or any or either of them, or of or by any other Person or Persons whatsoever, having or claiming any Right, Title or Interest, of, in or to the said Piece or Parcel of Ground called *New Court*. *In Witness* whereof the said *F. S.* hath, &c.

Covenant as to a Lessor's Insurance of Premises; and that Lessee may quit the Premises at any Time during the Term, on giving one Year's Notice.

AND the said *J. N.* for himself, &c. (*As to quiet Enjoyment, &c.*) **And** that he the said *J. N.* his Heirs and Assigns, or some of them, shall and will at his and their, or some or one of their own proper Costs and Charges forthwith insure upon the said two Messuages or Tenements, with the Buildings and Appurtenances thereunto belonging, the Sum of 1100*l.* from Loss against Fire, in the Office of Insurance called *The Office of the Amicable Contributors, or the Hand in Hand Fire-Office in London*, or in some other good sufficient Office, and shall keep and continue so insured during the said Term hereby demised; and also shall and will, at his and their like Costs and Charges, rebuild or make good, as Occasion shall require, the said Messuages or Tenements, with the Buildings and Appurtenances thereunto belonging, if the same at any Time during the said Term shall happen to be burned, blown up or damaged, by or by Means of any Fire, in as reasonable Time as the same can be rebuilt, repaired and made good in, after such Fire, Blowing up or Damages shall so happen to the same, to and for the Use, Benefit and Occupation of the said *C. T.* his Executors, &c. during the Continuance of this Demise, according to the true Intent and Meaning of these Presents. **And lastly**, it is hereby mutually covenanted, agreed and declared by and between the Parties hereto, for themselves and for their respective Executors, &c. and the true Intent and Meaning of them and of these Presents is, that if the said *C. T.* his Executors, &c. shall be minded or desirous to leave or surrender up the said demised Premises, with the Appurtenances, at the End of any one Year of the said Term of 42 Years hereby demised, and of such his or their Mind and Intention shall give or leave Notice or Warning in Writing to or with the said *J. N.* his Heirs or Assigns, by the Space of twelve Months at least next before the Expiration of such one Year of the said Term of 42 Years, whereof such Notice shall be given for leaving the said Premises as aforesaid, that then and in such Case it shall and may be lawful to and for the said *C. T.* his Executors, &c. so to do, and thereupon the Remainder of the Time and Term hereby demised, which shall be then to come and unexpired, at the Expiration of such Notice or Warning shall cease, determine and be utterly void, as if the same had not been demised or granted for such further Time or Term, and this present Indenture of Lease shall then be esteemed, deemed and taken to be fully expressed and determined; any Thing herein contained to the contrary thereof notwithstanding.

A Covenant whereby a Tenant is obliged to accept of a new Lease for a further Term, which was before at his Option, &c.

By Indorsement.

Whereas the within named *J. H.* by Virtue of the last Covenant on the within written Indenture contained, is intitled to have a new Lease made to him from the within named *E. B.* (in Case he can obtain a Licence to that Purpose) of the within demised Premises, for the further Term of eleven Years therein, to commence from the Expiration of the present Term of eleven Years, by the said Indenture granted, in Case he the said *J. H.* shall give six Months Notice to the said *E. B.* for having a new Lease for such further Term, in Manner as is within mentioned; **And** he the said *E. B.* is thereby obliged to grant such new Lease, but the same being therein only at the Option of the said *J. H.* which was not intended to be at such his Option: **Now therefore** the said *J. H.* for himself, his Executors and Administrators, doth hereby covenant with the said *E. B.* his Heirs and Assigns, in Manner as follows, *viz.* That (in Case the said *E. B.* his Heirs or Assigns, shall at any Time before the End of the present demised Term of eleven Years granted of the said Premises, obtain a Licence from the Lord of the Manor whereof the same are held, for granting a Lease thereof for any further Term therein) then and in such Case he the said *J. H.* his Executors, Administrators or Assigns, shall and will accept of such new Lease to be made
of

of the said Premises to him and them for the said further Term of eleven Years therein, commencing as aforesaid, at and under the like yearly Rent, Covenants, Conditions and Agreements as are in the present Lease reserved and contained, (save and except as to a further Term therein after the Expiration of such a new additional Term of eleven Years): And also that he the said J. H. his Executors, Administrators or Assigns, on the making to him or them of such new Lease as aforesaid, shall and will then duly execute and deliver a Counterpart thereof unto the said E. B. His Heirs or Assigns. And lastly, that the Charge of such new Lease and Counterpart thereof shall be paid by the said J. H. his Executors, Administrators or Assigns. In Witness whereof the said J. H. hath hereunto set his Hand and Seal this — Day of, &c.

XI. Covenants concerning Copyhold Estates.

To surrender Copyhold Lands, if any of the Premises be such. (In a Deed of Partition).

— That in Case any of the herein before mentioned or intended to be described Hereditaments and Premises shall hereafter appear, and prove to be of the Nature of Copyhold, that then and in such Case they the said M. C. S. M. A. his Wife, S. M. and P. C. and each and every of them, their and each and every of their Heirs and Assigns, (at the Request, Cost and Charges of each of them the said W. M. S. M. A. his Wife, S. M. and P. C. their Heirs and Assigns, as shall desire or require the same, and in whose particular Allotment or Partition of the said Premises such Copyhold Lands, &c. shall fall or happen to be) shall and will at the then next Court after such Request to be held for the Manor or Manors whereof such copyhold Lands, &c. are held, or so soon after as conveniently may or can be surrendered, assure and convey accordingly to and for the Use of such Person or Persons so requesting, and who, by Virtue of any the Limitations aforesaid, is hereby intended to be intitled to the same, so thereby the Title of each respective Party to all the Premises allotted to them, and every or any of them respectively, may be perfected and compleated.

The like in a Marriage Settlement, from the intended Husband (for his Father, Mother, and himself) to Trustees.

— The said W. N. the Younger, (the intended Husband) doth for himself and his Heirs covenant with the said G. H. and W. P. W. (the Trustees) and their Heirs, that they the said W. N. the Elder and M. his Wife, (the Husband's Father and Mother), and W. N. the Younger, shall and will within the Space of — well and effectually surrender into the Hands of the Lord of the Manor of — by the Rod, by the Hands and Acceptance of the Steward thereof for the Time being, either in or out of Court, according to the Custom of the said Manor, one Messuage, &c. to the Use, &c.

From a Releasor, to surrender such Part of the Premises as are Copyhold.

AND the said A. for himself, &c. doth, &c. that they the said A. and B. his Wife, and C. their Heirs or Assigns, shall, &c. within, &c. surrender into the Hands of the Lord or Lady of the Manor of — all such Part and Parcels, and so much of the aforesaid Messuage, &c. in the said recited Indenture mentioned to be then in the Possession of, &c. and held, &c. and all the Estate, &c. to and for the only proper Use and Benefit of the said D. his Heirs and Assigns for ever.

Another, in a Release of Lands, that the Copyhold Premises shall be immediately surrendered.

— That he the said T. B. shall immediately after the Executing of these Presents, at the proper Costs and Charges in the Law of the said R. E. duly and absolutely surrender into the Hands of the respective Lords of the said several Manors aforementioned, according to the Custom of the said respective Manors, all the said several and respective Copyhold or Customary Premises, with their respective Appurtenances, **To the sole Use** and Behoof of the said R. E. his Heirs and Assigns for ever, at the Will of the Lord, according to the Custom of the Manor.

A Deed

A Deed of Covenants upon Sale of a Copyhold Estate.

THIS Indenture made, &c. Between J. S. of — of the one Part, and J. C. of — of the other Part. **Whereas** the said J. S. by Articles of Agreement in Writing, bearing Date, &c. duly executed and made between him the said J. S. of the one Part, and the said J. C. of the other Part, *Did* agree for the Consideration of, &c. absolutely to surrender and convey the several Copyhold Messuages or Tenements herein after particularly mentioned, and the Gardens, &c. thereunto belonging; *To the Use* of the said J. C. his Heirs and Assigns for ever, at the Will of the Lord, according to the Custom of the Manor of — in the County of — And in Pursuance of the said Agreement the said J. S. hath on the Day of the Date hereof surrendered into the Hands of the Lord of the Manor the Premises afore said, viz. All those, &c. *To the Use* and Behoof, &c. at the Will of the Lord, according to the Custom of the said Manor: **Now this Indenture witnesseth**, that the said J. S. in Consideration of the Sum of, &c. the Receipt, &c. and for divers other good, &c. **Hath** covenanted, promised and granted, and by these Presents for himself, his Heirs, &c. and for every of them, **Doth** covenant, &c. to and with the said J. C. his Heirs and Assigns, that he the said J. S. at the Time of the making of the said herein before in Part recited Surrender, had in himself a good and indefeasible Estate of Inheritance of Fee-simple, at the Will of the Lord, according to the Custom of the said Manor of — of and in all and every of the said Messuages, or Tenements and Premises so surrendered as afore said, and every Part and Parcel thereof; **And** had a good Right, and lawful and absolute Power and Authority in himself to surrender the same, and every Part thereof, to the Use of the said J. C. and his Heirs, and in such Manner and Form as above mentioned; **And** that the same Premises, and every Part and Parcel thereof, then were and was clear and free of from all and all Manner of former and other Surrenders, Charges and Incumbrances whatsoever at any Time heretofore made, done, committed, suffered or executed, or caused or procured to be made, &c. by him the said J. S. **And also** that he the said J. C. his Heirs and Assigns, and every of them, shall and lawfully may from henceforth from Time, &c. hereafter, at the Will of the Lord, according to the Custom of the said Manor, peaceably and quietly have, hold, occupy, possess and enjoy all and every the said, &c. and receive and take the Rents, &c. to his and their own proper Use and behoof, without any Manner of Let, &c. of, from or by the said J. S. his Heirs or Assigns, or any of them, or any other Person or Persons whatsoever, claiming or to claim from, by or under him, them, or any of them: **And also** that he the said J. S. his Heirs and Assigns, and all, &c. having lawfully claiming any Estate, &c. of, in or to, &c. by, from or under him the said J. S. shall and will from Time, &c. hereafter within the Space of seven Years next ensuing the Date hereof, at the reasonable Request, and at the proper Costs, &c. of the said J. C. his Heirs or Assigns, or some of them, make, do, acknowledge, execute and suffer, or cause, &c. all and every such further and other lawful and reasonable Act and Acts, Thing and Things whatsoever, for the future, better, more perfect and absolute Assuring, Surrendering, Conveying and Confirming the said Messuages, &c. unto the said J. C. and his Heirs for ever, at the Will of the Lord, according to the Custom of the said Manor of — be it by Recovery, according to the Custom of the said Manor of —, Surrender, Release or Confirmation of all or any the said Ways or Means, or by any other Ways or Means in the Law whatsoever, as by the said J. C. his Heirs or Assigns, or any of them, his, their or any of their Counsel learned in the Law, shall be reasonably devised, advised or required. **In Witness**, &c.

A Deed of Covenants upon mortgaging a Copyhold Estate.

THIS Indenture made, &c. Between J. J. of — (the Mortgagor) of the one Part, and J. O. of — (the Mortgagee) of the other Part. **Whereas**, &c. (Recital of a Bond from the Mortgagor to the Mortgagee for Payment of 400 l. and Interest): **And whereas** the said J. J. for the further and better securing the said Bond Debt, did on the — Day of — Instant surrender out of Court out of his Hands into the Hands of the Lord of the Manor of J. in the County of W. by the Rod, according to the Custom of the said Manor, by the Hands and Acceptance of R. D. Steward of the said Manor, All that, &c. within the Manor afore said, and the Reversion, &c. all which said Premises are situate, &c. within the Manor afore said, and were taken up among other Premises by the said J. J. at a General Court held for the Manor afore said, the — Day of — *To the Use* and Behoof of the said J. O. his Heirs and Assigns for ever; *Subject nevertheless* to a Proviso, that if the said J. J. his Heirs, Executors or Administrators, do and shall well and truly pay or cause to

Covenant to
pay the Mort-
gage Money
according to
the Proviso
in the Sur-
render.

For peaceable
Enjoyment, if
Default of
Payment be
made;

and to make
further Af-
surance.

be paid unto the said J. O. his Executors, Administrators or Assigns, the full Sum of 400*l.* of, &c. on, &c. with lawful Interest for the same, then the said Surrender to be void, otherwise to remain in full Force and Virtue, as by the said Surrender, Relation, &c. **Now** the said J. J. Doth for himself, his Heirs, &c. covenant, promise and grant, to and with the said J. O. his Executors, &c. by these Presents, that he the said J. J. his Heirs, &c. shall and will well and truly pay or cause to be paid unto the said J. O. his Executors, &c. the said Sum of, &c. with Interest for the same after the Rate of 5*l.* per Cent. per Ann. at the Day, and in the Manner and Form in the said Proviso or Condition of the said Surrender before recited, limited and appointed for Payment thereof: **And further also**, the said J. J. for himself, his Heirs, &c. doth covenant, &c. to the said J. O. his Heirs and Assigns, in Manner following, (that is to say), That (*the said J. J. had a good Estate, and Power to surrender, free from Incumbrances, as in the last Precedent*). **And further also**, that in Case the said J. J. his Heirs, &c. shall make any Default of or in Payment of the said Sum of 400*l.* and Interest, or any Part thereof, at the Day in the said Proviso or Condition of the said herein before recited Surrender limited or appointed for the Payment thereof, that then and from thenceforth he the said J. J. his Heirs and Assigns, shall and lawfully may from Time to Time, and at all Times from and after such Default shall happen to be made in Payment of the said Sum of 400*l.* and Interest, or any Part thereof as aforesaid, fully, quietly and peaceably have, hold, &c. (*as in the last Precedent*). **And moreover**, that in Case of any such Default in Payment as aforesaid, he the said J. J. his Heirs and Assigns, and all, &c. shall and will from Time to Time, and at all Times after such Default shall happen to be made in Payment of the said Sum of 400*l.* and Interest, or any Part thereof as aforesaid, at and upon the reasonable Request, and at the proper Cost, &c. (*make further Assurance, as in the last Precedent*). **And lastly**, it is hereby declared, &c. (*that if Default be made in Payment of the Money, the Mortgagee shall receive the Profits of the Premises, vide Tit. Declaration.*) **In Witness, &c.**

To pay Money according to a Proviso in a Surrender of a Copyhold Estate, &c.

T**D** all, &c. A. &c. **Whereas** the said A. one of the Customary Tenants of the Manor of O. hath by a certain Writing or Surrender, bearing even Date with these Presents, out of Court surrendered into the Hands of the Lord of the Manor aforesaid, by the Rod, according to the Custom of the said Manor, by the Acceptance of B. Steward of the said Manor, all these three customary Tenements, with the Appurtenances, situate, &c. within the Manor aforesaid, in the Tenure, &c. to which the said A. was admitted amongst other Things, at a General Court Baron held for the Manor aforesaid, the, &c. to the Use and Behoof of C. of, &c. his Heirs and Assigns for ever, under a Proviso or Condition nevertheless in the said Surrender contained, for making void thereof, upon Payment to the said C. his Executors, Administrators or Assigns, of the Sum of — *l.* of good and lawful Money, on, &c. as thereby, Relation, &c. **Now know ye**, that the said A. for himself, his, &c. doth covenant, &c. with the said C. his, &c. by these Presents, in Manner following; (that is to say) That the said A. his, &c. or some of them, shall and will well and truly pay, or cause, &c. unto the said C. his, &c. the said Sum of, &c. on, &c. without making any Deduction whatsoever out of the same, according to the Purport, Limitation, and true Meaning of the said Proviso contained in the said recited Surrender, and in full Discharge thereof; **And further**, that he the said A. at the Time of making the said Surrender, had in himself good Right and lawful Authority to surrender the said Premises, and every Part thereof, unto the said C. and his Heirs in Manner as aforesaid, and that the same are free from all former Surrenders, Charges and Incumbrances whatsoever, made, done or committed by the said A. or any other Person or Persons whatsoever; **And further**, that if in case Default shall happen to be made in Payment of the said Sum of — *l.* or any Part thereof, on, &c. contrary to the true Meaning of the said Proviso, and of these Presents; that then and from thenceforth, he the said C. his, &c. shall and lawfully may, from Time, &c. peaceably enter into, have, hold, occupy and enjoy the Tenements and Premises, with the Appurtenances, and receive and take all the Rents and Profits thereof, to his and their own Use and Uses, without any Let, &c. of or by the said A. or any other Person or Persons whatsoever; **And lastly**, in case of such Default of Payment of the said Sum of — *l.* or any Part thereof as aforesaid, that then he the said A. his, &c. and all others claiming or to claim any Estate, Right, Title or Interest, of, in or to the said Premises, or any Part thereof, shall and will at all Times, at the Request and Charge of the said C. his, &c. make, do, acknowledge, suffer and execute, or cause and procure to be made, &c. all such further Acts, Things, Surrenders and Assurances, for the more perfect and absolute surrendering and assuring the Premises unto the said C. his, &c. for ever, according to the Custom of the said Manor, discharged of the aforesaid Proviso or Condition contained in the said recited Surrender, as by the

the said C. his, &c. or his or their Counsel learned in the Law, shall be reasonably advised and required; and to the Performance of the several Covenants, Payments, Grants and Agreements aforesaid, the said A. bindeth, &c. *In Witness, &c.*

XII. Covenants concerning Annuities and Rents-Charge.

That the Grantor of an Annuity will pay the same.

— That he the said T. T. shall and will yearly and every Year, well and truly pay, or cause to be paid unto the said S. H. or her Assigns, the said Annuity or yearly Sum of 194*l.* and every Part and Parcel thereof, in Manner and Form aforesaid, according to the Tenor, Purport, Intention and true Meaning of these Presents.

Another, that the Grantor of an Annuity will pay the same quarterly, free from Taxes, &c.

AND that he will well and truly pay and satisfy the same by quarterly Payments, at such Feast-Days or Times as before appointed for the Payment thereof, without Deduction or Abatement whatsoever, for or by Reason of any Taxes or Impositions whatsoever, that shall be taxed, imposed or assessed upon the said Annuity or yearly Rent-Charge of 15*l.* hereby granted or mentioned to be hereby granted, or upon the said B. F. or her Assigns, for or by Reason or in Respect of the said Annuity or yearly Rent-Charge, by any Act of Parliament already or hereafter to be made; **AND** that he the said N. F. shall and will bear and pay the same, and save and keep harmless and indemnified the said B. F. and her Assigns, of and from the Payment thereof.

Another.

AND the said G. P. for himself, &c. doth covenant, &c. that if the said intended Marriage shall take Effect, he the said G. P. or his Assigns, shall and will well and truly pay the said Annual Sum of 100*l.* to the said Sir H. and H. their Heirs and Assigns, on the Days whereon the same is made payable, without any Deduction or Abatement whatsoever, (*See more Tit. Grants.*)

And if the Grantee shall survive the Grantor, and the Grantor shall leave neither Wife, nor Child at his Death, then his Executors shall pay a Sum of Money to the Grantee.

AND further also, that in case the said S. H. shall survive the said T. T. and that the said T. T. shall not, at the Time of his Decease, have either Wife or Child living, that then and in such Case, the Executors or Administrators of the said T. T. shall pay, or cause to be paid unto the said S. H. within six Months next after the Decease of the said T. T. having no Wife or Child at such Time as aforesaid, the Sum of 1500*l.* of, &c. (*Vide a Proviso that followeth, Tit. Proviso.*)

To distrain and enter, upon Non-payment of an Annuity.

AND the said N. F. doth hereby covenant to and with the said B. F. her Executors, Administrators and Assigns, that if it shall happen the said Annuity or yearly Rent-Charge of 15*l.* or any Part thereof, to be behind or unpaid, at (or in — Days next after) any of the Days and Times whereon the same ought to be paid, (or any of the said quarterly Days or Times of Payment hereof as aforesaid) that then and so often, it shall and may be lawful to and for the said B. F. and her Assigns, (during the Term of —) into and upon, &c. and Premises, out of which the said Annuity or yearly Rent-Charge is granted or mentioned to be granted, to be issuing or mentioned to be issuing as aforesaid, and into every or any Part or Parcel thereof, at her and their Liberty, Choice and Pleasure, to enter and distrain for the said Annuity or yearly Rent-Charge of 15*l.* and all Arrears thereof, and the Distress and Distresses then and there found, to take and carry away and impound, and the same in Pound to detain and keep, until the same Annuity or yearly Rent-Charge of 15*l.* and all Arrears thereof, for which such Distress or Distresses shall be made as aforesaid, and all Costs and Charges touching and concerning the taking and detaining such Distress and Distresses, shall be unto the said B. F. or her Assigns, fully satisfied, contented and paid; **And further,** if it shall happen the said Annuity or yearly Rent-Charge, or any Part thereof, to be behind and unpaid by the Space of 14 Days next after any of the said Days on which the same ought

ought to be paid as aforesaid, that then and so often and from Time to Time, it shall and may be lawful to and for the said B. F. and her Assigns, during, &c. into, &c. (as above) to enter, and the same to retain, hold and keep, and receive and take the Rents, Issues and Profits thereof, until she and they shall therewith and thereby be fully paid and satisfied the same Annuity or yearly Rent-Charge of 15*l.* and every Part thereof, or such Part or Parts of the said Annuity or yearly Rent-Charge, and of the Arrearages thereof as shall be then behind and unpaid, and all Damages, Costs, Charges and Expences in and about, or by Reason of any Non-payment of the same.

To pay an Annuity during Life, in Consideration of a Sum paid down.

To all, &c. A. of, &c. Know ye, that the said A. for and in Consideration of the Sum of, &c. to him in Hand, at, &c. by B. of, &c. well and truly paid, the Receipt, &c. Doth hereby for himself, his, &c. covenant, &c. to and with the said B. her, &c. that he the said A. his, &c. or some of them, yearly and every Year, from the, &c. last past, before the Date hereof, for and during so long Time as she the said B. shall happen to live, shall and will well and truly pay, or cause, &c. unto the said B. and her Assigns, the Annuity or yearly Sum of 10*l.* of, &c. by equal quarterly Payments, on the four most usual Feasts or Quarter-Days in the Year; (that is to say) The Feast-Days of, &c. the first quarterly Payment thereof to be made on the Feast-Day of, &c. next, ensuing the Date hereof, and that free and clear of and without making any Deduction or Abatement whatsoever out of the same, for any Manner of Taxes, Assessments, Charges or Impositions whatsoever, which shall or may be taxed, charged or imposed thereon, or upon her the said B. in Respect thereof, by Act of Parliament, or otherwise howsoever; To the true Payment whereof as aforesaid, the said B. bindeth himself, his, &c. unto the said B. her, &c. in the Sum or Penalty of, &c. firmly by these Presents: In Witness, &c.

XIII. Covenants concerning Debtors and Creditors.

A Deed of Covenants between a Debtor and his Creditors, whereby he assigns over all his Estate (being all Personal) to two of them, in Trust for themselves and the other Creditors, in order to be distributed between them, according to the Quantum of their Debts, to save taking out a Commission of Bankruptcy.

Recitals. viz. **T**HIS Indenture, made, &c. Between A. of, &c. of the one Part, and B. and C. of, &c. (two of the Creditors of the said A. as well for and on Behalf of themselves, as of all other the Creditors of the said A. who have hereunto subscribed and set their Hands and Seals) of the other Part. whereas the said A. is and standeth indebted, and doth owe unto the said B. and C. and other his said Creditors, the several Debts and Sums of Money in the Schedule hereunder written (intituled the first Schedule) particularly mentioned, which he is not at present capable to pay and satisfy them: And whereas the said A. being willing and desirous to pay and satisfy the said B. and C. and other his said Creditors, their said respective Debts, so far as his Household-Goods, Credits, and other Personal Estate will amount unto and extend, Did in order thereunto at a Meeting of his said Creditors, on the 13th of this Instant January, produce and lay before them a just and true Account of all his Goods, Chattels and Credits, and other Personal Estate whereof he was then possessed, or any ways intituled unto, and then proposed to make an Assignment thereof unto and amongst his said Creditors, for and towards Payment and Satisfaction of their said Debts, Which said Account is in the other Schedule hereunto underwritten, intituled the second Schedule particularly mentioned and expressed; And as to the Truth and Reality of the said Account, the said A. hath, before the Executing hereof, made an Affidavit before — one of the present Masters of the High Court of Chancery; Whereupon the said several Creditors having considered the Circumstances and Condition of the said A. and from his free Confession, and full Discovery of his said Personal Estate and Effects, and his Readiness to make over the same towards Payment of his said Debts, and that he is no ways capable to make or give them any further or better Satisfaction and Payment, than by and with the said Household-Goods, Credits, and other the Personal Estate of the said A. in the said second Schedule mentioned, they have consented and agreed to accept and take an Assignment of the same in the Names of the said B. and C. in Trust as well for themselves, as for all other the Creditors of the said A. in full Payment, Satisfaction and Discharge of the said several Debts and Sums of Money so to them due and owing by and from the said A. in the Proportions according to the Quantum of their respective Debts: Now this Indenture witnesseth, that for the Intent and Purpose aforesaid, the said A.

His being indebted and unable to pay, &c.
His laying a true Account of all his Estate before his Creditors, and by an Affidavit in Cancellaria juravit veritatem ejusdem.

Consideration.

Hath bargained, sold, assigned and set over, and by these Presents **Doth** fully, freely, clearly and absolutely bargain, &c. unto the said *B.* and *C.* (at and by the Nomination and Appointment of all the other Creditors of the said *A.* testified by their Signing and Sealing of these Presents) **All** and every the Household Goods, Credits, Sum and Sums of Money, and other the Personal Estate and Effects whatsoever of him the said *A.* in the said second Schedule hereunder written particularly mentioned and expressed, **And all** the Estate, Right, Title, Interest, Property, Claim and Demand whatsoever, both at Law and in Equity of him the said *A.* of, in and to the same, and of, in and to every Part and Parcel thereof; **To have,** *Habendum to two of the Creditors, in Trust for themselves and the rest of the Creditors.* the said Household-Goods, Credits, Sum and Sums of Money and other the Personal Estate in the said second Schedule hereunto annexed particularly mentioned, and hereby intended to be assigned unto the said *B.* and *C.* their Executors, Administrators and Assigns: **In Trust** as well for themselves, as for all other the Creditors of the said *A.* who have hereunto subscribed and set their Hands and Seals, their respective Executors, Administrators and Assigns, in equal Proportions, according to the *Quantum* of their respective Debts. **And** the said *A.* for the Considerations aforesaid, hath made, ordained, constituted and appointed, and by these Presents doth, &c. and in his Place and Stead put the said *B.* and *C.* his true and lawful Attorney and Attornies irrevocable jointly and severally, for and in the Name of him the said *A.* or otherwise, to sell and dispose of the said Household-Goods and Effects, and also to ask, demand and receive of and from the several Persons in the said second Schedule named, their respective Heirs, Executors and Administrators, the several Sum or Sums of Money therein mentioned to be due and owing from them respectively to him the said *A.* and upon Receipt thereof or of any Part thereof to give such Acquittances, or other Discharges for the same, as shall be needful and requisite, and in Case of Non-payment thereof, or of any Part thereof, to use such lawful Ways and Means for the recovering, getting and obtaining the same as the said *B.* and *C.* jointly or severally shall think proper, or shall in that Behalf be advised; **And** the said *A.* doth hereby give and grant unto the said Attornies jointly and severally his full and absolute Power and Authority in the Premises, both for Receiving and Discharging of the same, and doth likewise hereby ratify, confirm and allow all and whatsoever his said Attornies jointly or severally shall lawfully do, or cause to be done in and about the Premises, by Virtue of these Presents, and of the Power and Authority hereby given them, as firm, valid, and effectual, to all Intents and Purposes, as if the said *A.* was personally present, and actually did the same in his own Person. **And** the said *A.* for himself, his Executors and Administrators, doth covenant, promise and agree to and with the said *B.* and *C.* their Executors, Administrators and Assigns, that all and every the Sum and Sums of Money in the said second Schedule mentioned to be due and owing to him the said *A.* is and are now due, owing and standing out to him the said *A.* by and from the several Persons therein named, and that he hath not received the same, or any of them; neither will he, his Executors or Administrators, at any Time hereafter receive the same, or any of them, unless it be at the Request and by the Direction of the said *B.* and *C.* upon the Trusts herein before declared; and that he the said *A.* his Executors or Administrators, shall not, nor will release or discharge any Suit or Action, that shall or may be brought or commenced in his Name for Recovery of any of the said Sums of Money, unless it be at the like Request, and by the like Direction of them the said *B.* and *C.* or one of them: **And this Indenture further witnesseth,** and the said *B.* and *C.* as well for themselves, their Executors, Administrators and Assigns, as also for all other the Creditors of the said *A.* who have hereunto subscribed and set their Hands and Seals, their several Executors, Administrators and Assigns, do, and each of them doth severally covenant, promise and agree to and with the said *A.* his Executors and Administrators by these Presents, that they the said Creditors, and each of them, for his and her Part, shall accept and take the said Household-Goods, Credits, Sum and Sums of Money, and other the Effects and Personal Estate of the said *A.* in the second Schedule hereunto annexed mentioned, and hereby intended to be assigned, in full Payment, Satisfaction and Discharge of the said several and respective Debts to them respectively due and owing in the said first Schedule hereunder written mentioned; and that they the said Creditors, and each and every of them, from and after the Execution of these Presents, shall and will, upon the Request, and at the Cost and Charges of the said *A.* his Executors or Administrators, duly seal and execute unto him and them General Releases, or other sufficient Discharges of all Actions, Accounts, Covenants, Debts and Demands whatsoever, from the beginning of the World to the Day of the Date of such General Release or Discharge; **And** the said *B.* and *C.* for themselves, their Executors and Administrators do, and each of them doth covenant, promise and agree, to and with the said other Creditors of the said *A.* who have hereunto subscribed and set their Hands and Seals, their several and respective Executors, Administrators and Assigns by these Presents, that they the said *B.* *C.* their Executors and Administrators, shall and will from Time to Time, *Share and Share alike.*

Time, as any Monies shall come to their or any of their Hands by Sale of the said Household-Goods, or by Perception of any of the Sums of Money in the said second Schedule mentioned, by Virtue of these Presents, and the Assignment hereby made to them (all necessary Charges and Expences in and about receiving the same being first deducted) well and truly share and divide and pay the same, unto and amongst themselves, and all other the said Creditors in equal Proportions, according to the *Quantum* of their and each and every of their respective Debt and Debts, as the same are mentioned and set down in the said first Schedule hereunder written. **In Witness, &c.**

A Deed of Covenant from a Debtor to one of his Creditors and a Trustee, whereby they are to raise and pay out of the Rents and Profits of several Messuages, Lands, &c. his several Debts, with Interest to his said Creditors, as in a Deed particularly mentioned.

T H I S Indenture, Tripartite, made, &c. **Between** the Honourable H. V. Esq; (Son and Heir apparent of the Right Honourable G. Lord B. Baron of B. C. in the County Palatine of D.) of the first Part, J. N. of, &c. Jeweller, one of the Creditors of the said H. V.) and E. E. of, &c. Gent. of the second Part, and E. C. of, &c. Widow, T. H. J. C. and C. B. of, &c. Mercers and Copartners, G. T. of, &c. Woollen-Draper, M. P. of, &c. Laceman, and T. W. of, &c. (other Creditors of the said H. V.) of the third Part. **Whereas** by Indenture *Quadripartite*, bearing Date, &c. made in Pursuance of certain Marriage Articles, bearing Date, &c. and previous to the Intermarriage of the said H. V. with the Lady G. his now Wife (eldest Daughter of the most noble C. Duke of C.) divers Messuages, &c. therein particularly mentioned and described, Parcel or reputed Parcel of the Demefne of the Manor and Town of R. in the County Palatine or Bishoprick of D. amounting to the yearly Value of 800*l.* Were (amongst other Lands and Tenements therein likewise particularly mentioned of about the yearly Value of 850*l.*) conveyed unto the said H. V. and his Heirs, during the Life of the said B. from and after the then intended Marriage, **And subject** to a Term of 99 Years thereby limited to Trustees, during the Life of the said H. V. and the Lady G. his Wife, for Raising and Paying by and out of the Rents and Profits of the Premises, **To** and for the Lady G. the yearly Sum of 300*l.* for her own separate Use, notwithstanding her Coverture, by four quarterly Payments therein mentioned, **To the Use** of the said H. V. and his Assigns, for and during the Joint-Lives of him the said Lord B. **Under and subject** to a Proviso therein contained, that the said H. V. did not, nor should, on or before the 28th Day of *January* in the Year, &c. limit and convey Lands of the yearly Value of 1000*l.* unto or to the Use of the said Lady G. for her Life, in case she should survive the said H. V. and also charge the same Lands with an Annuity or Rent-Charge of 300*l. per Ann.* for the separate Use of the said Lady G. during the Joint-Lives of her and the said H. V. nor did not, nor should, on or before the 28th Day of *January* 17—join with the said Lord B. in suffering one or more Recovery or Recoveries of all Lands in Jointure to the Lady B. and limit 1000*l. per Ann.* Part of such Lands (*Subject* to the Estate for Life of the said Lord B. and to the Jointure Estate for Life of the said Lady B. and to the Estate for Life of the said H. V. in the same Lands, **and subject** to such Power and Authorities as were given to the Lord B. and the said Lady B. by the Marriage Settlement of the said Lady B. bearing Date the, &c. to Trustees, to be for that Purpose named for 1000 Years, for Raising 10000*l.* for the Portion or Portions of all and every the Daughter and Daughters, younger Son and younger Sons of the then intended Marriage who should not become an eldest or only Son, in such Manner as in the said Articles is mentioned); that then and in any of the said Cases, the Use and Estate before limited to the said H. V. and his Assigns, during the Joint-Lives of him and the said Lord B. should cease and determine, and that from thenceforth the said Conveyance thereby made should be and enure, and the said H. V. and his Heirs, should stand and be seised of the said Premises, **To the Use** of Sir T. C. Bart. and T. P. Esq; Trustees therein named, and their Heirs, during the Life of the said Lord B. **Upon** the several, and to and for the Uses, Intents and Purposes therein particularly mentioned and expressed: **And whereas** since the Execution of the said Articles and Settlement, the said Marriage between the said H. V. and the said Lady G. hath been had and solemnized, and no Part of the Terms or Conditions in the said recited Proviso in the said Indenture mentioned, hath been yet performed; **But** the said H. V. now, and ever since the said Marriage hath received the Rents and Profits of the several Farms, Lands and Tenements, and others herein after particularly mentioned, by and with the Consent and Appointment of the said Lord B. (that is to say) *Of all* that Farm or Tenement, now or late in the Tenure or Occupation of G. B. at or under the yearly Rent of 7*l.* 10*s.* and a Messuage, Farm or Tenement, with the Lands thereunto belonging, now or

Recitals, viz.
As to Mr. V.'s
Marriage Ar-
ticles and Set-
tlement,
whereby he
is intitled to
the said Mes-
suage, &c.
during the
Joint-Lives of
him and his
Father, subject
to Payment of
800*l. per*
Ann. Pin-
Money to his
Wife.
As to a Pro-
viso for join-
ing in Reco-
very and set-
tling other
Lands, &c.

As to Mr. V.'s
now Receipt
of said Mes-
suages, &c.

or late in the Tenure or Occupation of S. B. his Undertenant and Assign, at and under the yearly Rent of 120 *l.* (*the several other Farms, &c.*) All which before mentioned Farms, Lands, Tenements, Hereditaments and Premises, with their Appurtenances, are or are reputed Parcel of R. Township in the said County Palatine or Bishoprick of D. **And whereas** As to the several Debts due from Mr. V. to his Creditors Parties, &c.

the said H. V. at this Time stands justly indebted to the said J. N. in the Sum of 800 *l.* Principal Money, and unto the said E. C. in the Sum of 589 *l.* 11 *s.* 8 *d.* Principal Money, and unto the said T. H. J. C. and C. B. in 339 *l.* 14 *s.* 10 *d.* to G. T. 258 *l.* 6 *s.* 7 *d.* M. P. 291 *l.* 3 *s.* and to T. W. 165 *l.* 16 *s.* 5 *d.* Principal Money, all which said Sums amount together to the Sum of 2484 *l.* 12 *s.* 6 *d.* Principal Money, for the Payment and Satisfaction of which said Sums of Money, with Interest for the same respectively, after the Rate of 5 *l.* per Cent. per Ann. the said H. V. hath agreed to make Provision out of the Rents and Profits of the said Farms, Tenements and Premises, in the Manner herein after mentioned: **Now** Consideration.

this Indenture witnesseth, that for and in Consideration of the Premises, he the said H. V. at the Instance and Request, and by and with the Consent, Direction and Appointment of the said E. C. T. H. J. C. C. B. G. T. M. P. and T. W. respectively, testified by their being Parties to, and Signing and Sealing of these Presents, **Doth** covenant, declared and agreed, and by these Presents **Doth** covenant, declare and agree, to and with the said J. N. and E. E. and the Survivor of them, their Executors and Administrators, that it shall and may be lawful to and for the said J. N. and E. E. and the Survivor of them, their Executors and Administrators, to take and receive the Rents, Issues and Profits of all and singular the before mentioned Messuages, Farms, Lands, Tenements and Premises, from the 24th Day of June last past, before the Date of these Presents, during the Joint Lives of the said G. Lord B. and him the said H. V. **Upon special Trust** and Confidence, that they the said H. V. and E. E. or the Survivor of them, or the Executors or Administrators of such Survivor, do and shall yearly and every Year, by and out of the Rents, Issues and Profits of the said Premises, raise, levy and pay unto or for him the said J. M. and also unto and for the said E. C. & al. respectively, and their respective Executors, Administrators and Assigns, at the two most usual Feasts and Days in the Year, viz. the Feast of St. Michael the Archangel, and the Feast of the Annunciation of the Blessed Virgin Mary, within three Kalendar Months next after each of the said Feasts, by even and equal Portions, clear of all Deductions whatsoever, the several yearly Sums following; (that is to say) Unto or for the said J. N. the yearly Sum of 200 *l.* of, &c. at the Times aforesaid, by even and equal Portions, with such Interest after the Rate of 5 *l.* per Cent. per Ann. as shall be due to the said J. M. from Time to Time, according to the true Intent and Meaning of these Presents, until the said Principal Sum of 800 *l.* and Interest shall be fully paid and satisfied, and unto or for the said E. C. the yearly Sum of 147 *l.* 7 *s.* 11 *d.* of lawful Money at the same Feast, and by the like even and equal Portions, and with the like Interest for such Part of the said Principal Sum of 589 *l.* 11 *s.* 8 *d.* so due and owing to the said E. C. as aforesaid, as shall from Time to Time, upon such half-yearly Payments to her as aforesaid, arise or grow due for the same, until the said Principal Sum of 589 *l.* 11 *s.* 8 *d.* and the Interest thereof as aforesaid, shall be fully paid and satisfied, and unto or for the said three Partners, the yearly Sum of 94 *l.* 18 *s.* 9 *d.* of, &c. (as above to Mrs. C.) and unto or for the said G. T. the yearly Sum of 64 *l.* 11 *s.* 7 *d.* of, &c. (as above) and unto or for the said M. P. the yearly Sum of 72 *l.* 15 *s.* 9 *d.* of, &c. (as above) and unto or for the said T. W. the yearly Sum of 40 *l.* 9 *s.* 1 *d.* of, &c. (as above) the first Payment of which said respective half-yearly Payments and Interest as aforesaid, to begin and be made an End of six Kalendar Months next ensuing the Date of these Presents: **And also upon this further Trust**, that they the said J. N. and E. E. or the Survivor of them, or the Executors or Administrators, of such Survivor, do and shall pay the Rest and Residue of the Rents and Profits of the said Premises half-yearly at the Times aforesaid, unto the said H. V. or his Assigns, during the Joint Lives of the said G. Lord B. and him the said H. V. or permit or suffer him or them to take and receive the same accordingly: **Provided always**, and it is hereby further agreed and declared, by and between the said Parties to these Presents, that when and as soon as the said Principal Sum of 2484 *l.* 12 *s.* 6 *d.* with Interest, shall be raised and paid to the said J. N. and E. E. or the Survivor of them, his Executors, Administrators or Assigns, and the said Trustee's Charges and Expences in and about the Execution of the said Trusts fully paid and satisfied, this present Indenture, and every Clause, Matter and Thing therein contained, shall cease, determine, and be absolutely void, to all Intents and Purposes whatsoever; any Thing herein contained to the contrary thereof notwithstanding; **And** the said H. V. doth by these Presents, for himself, his Heirs, Executors and Administrators, and for every of them, covenant, promise and agree, to and with the said J. N. and E. E. their Executors, Administrators and Assigns, and every of them, in Manner and Form following, viz. That he the said H. V. or his Assigns, shall and will from Time to Time, and at all Times hereafter, during the Joint Lives of the said G. Lord B. and him the said H. V.

Covenant from Mr. V. to Trustees, that they may pay the Rents of Messuage, &c.

To the Creditors their several Debts with Interest, in the Proportions and at the Time within mentioned.

Trust.

Further Trust to permit H. V. to receive the Residue of Rents of Premises, during the Joint-Lives of him and his Father.

Proviso that after Debts and Trustee's Charges paid them, present Indenture to be void.

Mr. V.'s Covenant, viz. to pay to his Lady 300 *l.* Pin. Money ex-

ch five of
Debts, out of
Premises, and
to indemnify
Trustees
therefrom.

exclusive hereof, and of the Trusts herein and hereby declared, pay or cause to be paid unto the said Lady G. his Wife, or her Assigns, the said yearly Sum of 300*l.* at such Times, and in such Manner, as the same is in and by the said recited Settlement limited to be paid or made payable; and also shall and will save harmless and keep indemnified the said *J. N.* and *E. E.* their Executors and Administrators, of and from the said yearly Sum of 300*l.* and all Arrears thereof, and all Costs, Charges, Damages and Expences, that they the said Trustees, their Executors or Administrators, or the Trust hereby created, shall or may be charged or affected with or be liable unto, for or on Account of the said Annuity of 300*l.* or by Reason of the Non-payment thereof; **And further**, that when and so soon as the Conditions in the above recited Proviso mentioned, shall be fully and effectually performed by him the said *H. V.* according to the true Intent and Meaning of the said Proviso, and the said *H. V.* shall be in full Possession of the aforesaid Premises, by Virtue of the Conveyance to be executed to him in Pursuance of the above recited Settlement; he the said *H. V.* shall and will at their own proper Costs and Charges, upon the Request of the said *J. N.* and the Rest of the aforesaid Creditors, who shall not have been duly paid and satisfied with their several respective Debts, by Virtue of these Presents, duly make and execute a Lease of the abovementioned Messuages, Farms, Lands and Premises, unto the said *J. N.* and *E. E.* their Executors and Administrators, and the Survivor of them for such Term or Number of Years, determinable with the Life of the said *H. V.* as shall be thought reasonable for Satisfaction of the Remainder of the said Debts, upon the Trusts in this Indenture mentioned; **And also** that in Case the said *G. Lord B.* shall happen to die in the Life-time of him the said *H. V.* and before the said several Debts and Interest thereof shall be paid off and discharged; then he the said *H. V.* his Executors or Administrators, shall and will within six Months after the Death of the said *G. Lord B.* pay or cause to be paid unto the several Creditors, so much and such Part of the said Principal Sum of 2484*l.* 12*s.* and 6*d.* and the Interest thereof, as shall then remain due unpaid. **And** it is hereby declared and agreed that the said *J. N.* and *E. E.* shall not, nor shall either of them, or the Executors or Administrators of either of them, be answerable or accountable for any Money to be received by Virtue of the Trusts aforesaid, any otherwise than each Person for such Sum or Sums of Money as he shall respectively actually receive, and that no one of them shall be answerable or accountable for the Acts, Receipts, Neglects or Defaults of the other of them; **And also** that they the said *J. N.* and *E. E.* their respective Executors and Administrators, shall and may, by and out of the Rents and Profits of the aforesaid Premises as aforesaid, retain to and reimburse themselves for all Costs, Charges, Damages and Expences, that they respectively shall or may sustain or be put unto, in and about the Execution of the Trusts hereby in them reposed. **In Witness, &c.**

After Mr. V.'s
Performance
of Proviso in
letting other
Lands, accor-
ding to a re-
cited Settle-
ment, to make
a Lease there-
of to Trustees
for Payment
of Residue of
Debts then
due to Credi-
tors.
Mr. V. after
his Father's
Death, if Credi-
tors not then
paid the Re-
sidue of their
Debts, to pay
thesame with-
in six Months.
Trustees to be
answerable for
no more Mo-
nies than re-
ceived, nor for
the Acts of the
other, &c.
And to deduct
their Charges,
&c.

See Tit. Warrants of Attorney.

XIV. Covenants concerning the Payment of Money.

To pay Money in Arrear, or an Exchequer Order and Talley.

Whereas *A. and B. &c.* by Assignment, bearing even Date, &c. have assigned and set over unto *C. of &c.* one Order with the Talley thereon, bearing Date, &c. N^o — for the yearly Sum of — *l.* payable quarterly, after the Decease of *D. &c.* upon which said Order there is now due and in Arrear the Sum of — to the — Day of —: **Nevertheless** it is hereby declared, and the said *C.* pursuant to the Agreement between him and the said *A.* in that Behalf, doth for himself, his, &c. covenant, &c. that he the said *C. his, &c.* shall and will truly pay or cause, &c. unto the said *A.* the Sum of — due and in Arrear upon the said Talley and Order to the said, &c. when and as soon as the same can or shall be received at the Exchequer, upon the said Talley and Order so assigned as aforesaid, the said Assignment, or any Thing therein to the contrary, &c. **In Witness, &c.**

To pay the Remainder of — Consideration Money on Sale of a Ship, and the Charges of Repairing it, and in the mean Time the Ship to be a Security.

T**D** all, &c. *A. of, &c.* sends Greeting. **Whereas** in Pursuance of an Agreement, made the, &c. **Between** *B. &c.* and the said *A.* the said *B.* by Bill of Sale, &c. [Recital of the Bill of Sale] **And whereas** at the Sealing the said Bill of Sale (notwithstanding the said Sum of — *l.* is therein mentioned to be paid to the said *A.* as the Consideration thereof, yet) the said *B.* doth declare, that there is paid to the said *A.* only the Sum of — *l.* thereof, and there is still due and owing unto the said *A.* the Sum of — *l.* of, &c. of the Purchase Money to be paid for the said Ship, according to the said Agreement; and that according to the Agreement of the said Parties, the Ship with her Appurtenances, notwith-

standing the said Sale, is to remain and stand charged, and as Security, unto the said B. for Payment of the remaining — *l.* and likewise for securing the said B. for all Monies and Charges due and payable on Account of the said Ship to Workmen for Repair thereof, for which the said B. is chargeable: **And therefore these Presents witness,** that in Pursuance of the said Agreement of them the said Parties, the said A. doth hereby grant, covenant and agree, to and with the said B. his, &c. that notwithstanding the Sale before recited, the said Ship, with her Appurtenances, shall stand and be, and is hereby charged, and shall remain chargeable unto and in Possession of the said B. with and for Payment of the said Sum of — *l.* behind and unpaid of the Purchase Money agreed for the said Ship, and for the Money and Charges for Repairs, with and for which the said B. is any wise chargeable, and until all the said Monies are fully paid and satisfied, or other Security given to the said B. for Payment and Discharging thereof to his good Liking: **And that** the said B. his, &c. notwithstanding the above-mentioned Bill of Sale, may peaceably and quietly hold and enjoy the said Ship, with her Appurtenances, until the said Sum of — and all the said Charges for Reparations of the said Ship, or otherwise, are fully paid and satisfied, or other Security given to the said B. for Payment and Discharging thereof to his good Liking as aforesaid: **And** the said A. doth covenant and agree to and with the said B. that he the said A. shall and will truly pay unto the said B. the said remaining — *l.* and likewise pay and discharge all Monies and Charges due and payable for Repairs of the said Ship, for which the said B. is or can any ways be charged or chargeable: **And** it is agreed and declared between the said Parties, that upon Payment of the said — *l.* and other Monies and Charges due for Repairs of the said Ship as aforesaid, these Presents shall be void and of none Effect: For the true Performance of the Articles, Covenants, Payments and Agreements aforesaid, the said A. bindeth himself, his, &c. unto the said B. his, &c. in the Sum or Penalty of — *l.* &c.

In Witness, &c.

The Ship to stand chargeable for the Payment of the Money.

That the Bargainor shall enjoy till Payment.

That the Bargainee shall pay the Money and Charges for Repairs. Upon Payment, these Presents to be void.

To pay Money borrowed on Bills of Exchange, if the Money mentioned in them be not paid when due.

TO all, &c. A. sendeth Greeting. **Whereas** C. hath drawn a Bill of Exchange upon D. for — *l.* dated at, &c. payable to E. or Order, the, &c. which said Bill the said D. hath accepted: **And whereas, &c.** (*Recital of another Bill*) as by the said Bills of Exchange, Relation, &c. **And whereas** B. &c. hath at the Request of the said A. paid the said A. the said two several Sums of — *l.* and — *l.* which will become due on the said two Bills of Exchange, the Receipt of which said Sums the said A. doth acknowledge: **Now these Presents witness,** that the said A. in Consideration of the said Sum of — *l.* so by him received, doth hereby for himself, his, &c. covenant, &c. to and with the said B. his, &c. by these Presents, that if the said several Sums of Money shall not be duly paid by the said D. on the Day aforesaid, on which the same shall become due and are to be paid, that then he the said A. his, &c. will truly pay, or cause, &c. unto the said B. his, &c. the said two several Sums of, &c. due upon the said recited Bills of Exchange, or such Part, and so much thereof, as shall not be so duly paid by the said D. in Case he or they shall make Default of Payment thereof; to the Payment and Performance whereof the said A. doth hereby bind himself, his, &c. unto the said B. his, &c. in the Sum or Penalty of — *l.* firmly by these Presents. **In Witness, &c.**

XV. Covenants concerning the Building and Buying Ships, and Fitting them out.

A Deed of Covenant to hold Parts of a Ship to be built, and to pay Proportions of the prime Cost and Outset.

WE whose Hands and Seals are hereunto set, **Do** for ourselves, our Executors and Administrators, severally and respectively, and not jointly, nor one for the other, or for the other, Executors and Administrators, covenant, promise and agree, to and with J. J. &c. his Executors, Administrators or Assigns, by these Presents, that each of us will hold and be concerned in the several Parts by us respectively subscribed with our Names to these Presents, of and in a new Ship or Vessel, to be of the Burthen of — Tuns, or thereabouts, for the Building whereof the said J. J. hath at our Request, and with our Consent, contracted and agreed with T. W. &c. by Articles of Agreement, bearing Date, &c. of which Ship when built and finished, we also agree that M. O. &c. shall go and be Master: **And** that each of us respectively will pay our full Proportion, according to our Parts in the

said Ship hereunder subscribed, of the Sum of Money to be paid for the Building of the said Ship, at the Times and in Manner as the same shall become due by the said Contract or Agreement in that Behalf; and likewise of the Charge of the Outfit and Fitting the said Ship to Sea for such a Voyage, as the major Part of the Owners thereof, according to their Parts therein, shall agree and think fit. *In Witness, &c.*

Another, to buy or build.

WE, &c. (as above), that each of us shall and will be concerned, take and hold the several Parts, &c. (as above) of and in such Ship or Vessel which the said J. J. shall think fit to buy or build, of the Burthen of — Tuns, or thereabouts, for the — Trade, and whereof M. O. is to be Master; And that each of us, our Executors and Administrators, will pay our respective Shares and Proportions according to our Parts in the said Ship, subscribed hereto, of the prime Costs thereof, and likewise of the Charges of her Fitting and Outfit to Sea for such a Voyage, as the major Part of the Owners thereof shall agree: And we do hereby also severally appoint the said J. J. to be and act as Husband of the said Ship. *In Witness, &c.*

That several Merchants shall be equally concerned in a Ship's Cargo.

WE Whereas the several Persons hereunder subscribed, have agreed to make up the Sum of — l. between them, which is to be laid out in a Cargo of Goods, to be sent to A. in such a Ship as they, or the major Part of them, agree for that Purpose; and that the said Cargo shall be there sold and disposed of by S. who they also agree shall be Super-cargo thereof; and that the Effects thereof shall be brought to L. in the said Ship: **Now** the said several Subscribers do hereby severally and respectively, and for their several, &c. only, and not jointly, nor one for the other, nor for the other's Act, covenant, promise and agree, to and with the other and others of them, their, &c. that each of them shall and will be concerned for Profit and Loss of and in the said Cargo, according to their respective Parts thereof hereunder subscribed; and that each of them will pay their several proportionable Parts of the Costs thereof, according to their respective Parts subscribed as aforesaid. *In Witness, &c.*

From one Part-Owner to the others, that he will give them the first Refusal when he is mindful to sell his Part.

TO all, &c. A. of, &c. sendeth Greeting. **Whereas** B. and C. of, &c. and D. E. of, &c. at the Request of the said A. are become Owners with him, each of them of — Parts of, &c. in the good Ship or Vessel called the F. Burthen about — Tuns, now at, &c. whereof G. is Commander, and the said A. is Owner of the remaining — Part thereof: **Now these Presents witness**, that the said A. for himself, his, &c. doth covenant, promise and agree, to and with the said B. C. D. and E. their, &c. by these Presents, that in Case the said A. his, &c. shall at any Time or Times hereafter, during the Time that the said B. &c. shall continue Part-Owner of the said Ship, be minded to sell and dispose of his said — Part of the said Ship, he the said A. his, &c. shall and will give Notice thereof to the said B. &c. their, &c. or some or one of them, that they may have the Refusal thereof, before he sells or disposes thereof otherwise: **And** if they, or any of them, shall be minded to buy the same, he the said A. shall sell unto the said B. &c. or any of them, the said — Part of the said Ship, with her Appurtenances, at the same Rate or Price any other Person will (*bona fide*) give for the same. *In Witness, &c.*

Another, to buy Parts of a Ship on certain Terms, if the Owners will sell it.

WE Whereas J. H. of, &c. hath on the Date hereof bought of E. &c. — Parts of the N. Burthen about — Tuns, now, &c. whereof T. D. is Master, for the Sum of — l. being at the Rate or Price of — l. for the whole Ship: **Now** the said J. H. doth hereby for himself, his Executors, &c. covenant and agree to and with the said E. his Executors, &c. that if the Rest of the Part-Owners of the said Ship, or any of them, at any Time before the Departure of the said Ship from G. outwards, on her next Voyage after the Date hereof, shall be minded to sell their or any of their several Parts in the Ship, unto the said J. H. his, &c. at and after the same Rate of — l. for the whole Ship to be paid as hereunder is mentioned, and shall give Notice thereof to the said J. H. his, &c. that then
he

he the said *J. H.* his, &c. will buy the other Parts of the said Ship from such of the said Part-Owners, or any of them, which shall give such Notice, and request him to buy their Parts as aforesaid, and will pay for the same proportionably after the Rate of — *l.* for the whole Ship, viz. — *l.* Part thereof, upon the Executing a sufficient Bill of Sale thereof — *l.* more thereof, on, &c. **In Witness, &c.**

Another, to hold Parts of a Ship when bought, and to pay in Proportion.

WE, &c. (as before), that each of us will hold and be concerned in the several Parts by us, &c. (as before) of and in a certain Ship or Vessel called the *B.* of the Burthen of — Tuns, or thereabouts, now at, &c. where *J. T.* late was, and whereof *T.* shall go Master, when the same is bought by the said *J. J.* for the buying whereof the said *J. J.* with our Consent, hath agreed, or is about to agree with the present Proprietors thereof: **And** we do further severally, but not jointly, covenant and agree to and with the said *J. J.* his Executors, Administrators and Assigns, that each of us will pay our respective Shares, according to our Parts in the said Ship hereunder subscribed, of the Sum of Money or Price which the said *J. J.* hath agreed, or shall agree, to pay for the said Ship, as the same shall become payable, or be agreed by him to be paid; and likewise of the Charge of her Fitting and Outfit to Sea, for a Voyage to — or such other Voyage as the major Part of the Owners thereof shall agree, upon Demand. **In Witness, &c.**

From a Master to a Part-Owner, that he shall not pay above a limited Sum for the Outfit of his Part.

TO all, &c. *N. &c.* sendeth Greeting. **Whereas** the said *N.* by Bill of Sale under his Hand and Seal, bearing Date herewith, in Consideration, &c. hath granted, &c. unto the said *S.* — Part of the Ship or Vessel called the *P.* Burthen, &c. and all her Appurtenances, as thereby, Relation, &c. **And whereas** the said Ship or Vessel is now Fitting out for a Voyage to *C.* and back again to *L.* and it is agreed between the said *N.* and *S.* that the said *S.* is not to pay or be chargeable with any other or greater Sums of Money than the Sum of — *l.* for the Outfit of his said — Part of the said Ship to Sea on her said intended Voyage: **Now therefore these Presents witness**, that the said *N.* for himself, his, &c. doth covenant, &c. to and with the said *S.* his, &c. that if the Outfit to Sea of his said — Part of the said Ship, for this her present intended Voyage, shall amount unto more than the said Sum of — *l.* he the said *N.* his, &c. shall and will pay the same out of his and their own Monies, and discharge the said *S.* his, &c. therefrom, and from all Actions, &c. by Reason thereof. **In Witness, &c.**

XVI. Covenants concerning Bottomry and Ships Voyages.

Of Bottomry, from the Master of a Ship, with a Proviso to lose the Money lent if the Ship shall be taken.

TO all, &c. *A.* of, &c. Master of the good Ship or Vessel called the *F.* of the Burthen of — Tuns, or thereabouts, now riding at Anchor in the River of *T.* sends Greeting. **Whereas** the said Ship is bound out on a Voyage to *A.* in *R.* and thence to *P.* to end her Voyage: **And whereas** *B. &c.* hath on, &c. paid and lent unto the said *A.* the Sum of, &c. for supplying the said Ship with Necessaries for and towards fitting her out for her said intended Voyage, the Receipt, &c. and the said *B.* is contented, and doth agree to stand to and bear the Hazard and Adventure thereof, on the Hull or Body of the said Ship, during the said Voyage, so as the same exceed not — Kalendar Months, from the Date hereof to be accounted: **Now know ye**, that the said *A.* for himself, his, &c. doth covenant, &c. to and with the said *B.* his, &c. as followeth, (that is to say), That the said Ship shall with all Expedition, after the Date hereof, sail from and out of the River of *T.* and proceed on her Voyage to *A.* and thence sail to *P.* or other her Delivery Port in *E.* and end her Voyage by or before the End or Expiration of the said — Kalendar Months, from the Day of the Date hereof to be accounted, (the Dangers of the Seas, the Restraint of Princes, and other inevitable Accidents, excepted); **And also** that he the said *A.* his, &c. shall and will well and truly pay, &c. unto the said *B.* his, &c. in Consideration of the Money to him lent, and the Hazard and Adventure thereof as aforesaid, the Sum of, &c. within — Days next after the Arrival of the said Ship from her said Voyage at *P.* as aforesaid, or other her Delivery Port in *E.* or next after the End and Expiration of the said — Kalendar Months, to be

accounted as aforesaid, which of them shall first happen, together with the Sum of, &c. per Month more, for all such Time and so many Months, as shall be elapsed and run out of the said twelve Months, over and above nine Months, and after the Rate of any greater or lesser Time than a Month: **Provided nevertheless**, that if the said Ship in her said intended Voyage, and before the End of the said twelve Months, shall happen to be taken by any Enemies, Men of War or Pirates, or otherwise lost or cast away by any inevitable Casualties, to be in such Case sufficiently proved by the said A. his, &c. then and in such Case these Presents, and every Thing herein contained, shall be utterly void and of none Effect; and the said A. his Heirs, &c. shall not be liable or chargeable to pay all or any Part of the said Money before mentioned, but the said B. his, &c. in such Case to lose the same: **And** to the Payment, &c. **In Witness, &c.**

Another, from a Part-Owner and Master, for a Ship let to the Transport-Service, with a Proviso to lose the Money lent if the Ship shall be lost, but not if taken by Enemies.

Tall, &c. A. of, &c. Part-Owner of the good, &c. called, &c. Burthen, &c. now ar, &c. and B of, &c. Master of the said Ship, send Greeting. **Whereas** the said Ship is bound out, and forthwith to depart on a Voyage in his Majesty's Transport-Service: **And whereas** the said A. and B. have on the Day of the Date hereof received and borrowed of C. and D. of, &c. the Sum of, &c. for supplying the said Ship with Necessaries, for or towards fitting her for her said intended Voyage; and the said C. and D. are contented to stand, &c. (as before), the Receipt of which said Sum, &c. **Now know ye**, that, &c. that the said Ship shall return to the Port of L. or some other Port or Place of her Discharge in E. and end her Voyage by or before, &c. **And also** that they the said A. and B. their, &c. or some or one of them, shall and will well and truly pay, &c. (as above), Return and Arrival at the Port of L. or other her Port or Place of Discharge in E. or next after the End, &c. **Provided nevertheless**, that if the said Ship, &c. shall happen to be cast away, or lost by the Dangers of the Seas, to be in such Case sufficiently, &c. and that such Loss shall not happen by any Enemies, as hereunder is mentioned, shall be utterly void, &c. and the said A. and B. their Heirs, &c. shall not be chargeable to allow or pay the said Sum of — or any other Monies before mentioned, but the said C. and D. their, &c. are in such Case to lose the same: any Thing aforesaid, &c. **Provided also**, and it is agreed and declared by and between the said Parties for themselves, their, &c. respectively, that if the said Ship shall before her Arrival and Discharge at the Port of L. or other her Port or Place of Discharge in E. be any ways lost, cast away, destroyed or taken, by or by Means of any Enemies, or by endeavouring her Escape therefrom, in such Case the said C. and D. their, &c. either or any of them, are not to bear any such Risk, nor to hazard or lose the said Money thereby; but if any such Loss of the said Ship happens, yet nevertheless the said A. and B. their, &c. are to pay, and shall and will pay the said Sum of — l. lent as aforesaid, together with the said Sum of — l. per Month more, and proportionably after that Rate, for lesser Time than a Month, from the End of the said four Months, to the Time of such her being lost, not exceeding the said eight Months before mentioned, the said Proviso, or any other Thing herein contained, to the contrary notwithstanding: **And** to the Payment, &c. and the said Ship or Vessel, with her Furniture, Tackle and Apparel, and all her Freight and other Monies to become due or payable for the Hire of the said Ship, or otherwise, by Virtue of the Charter-Party between the said B. and the Commissioners for his Majesty's Transport-Service for that Purpose, unto the said C. D. &c. **In Witness, &c.**

Another, from a Master of a Ship to the Freighter, for the Money to be deducted out of the Freight by the Factors of the Freighter at the Place where she is bound to.

Tall, &c. A. &c. Master of, &c. sends Greeting. **Whereas** the said Ship is now bound out, and forthwith to depart on a Voyage to L. and thence to M. in the Service of B. of, &c. **And whereas** the said B. hath on the Date hereof paid and lent, &c. **Now know ye**, that the said A. doth for himself, his, &c. covenant, &c. that he the said A. his, &c. shall, &c. pay, &c. unto the said B. his, &c. or to his or their Order, in M. aforesaid, the Sum or Value of — l. of, &c. within — Days after the said Ship's Arrival at M. aforesaid, or next after the End or Expiration of the said — Kalendar Months, to be accounted as aforesaid, which of them shall first happen; **And** for the better Security of Payment of the said Sum of — l. the said A. doth hereby bind and oblige the said Ship or Vessel, with all her Freight, Furniture, Tackle and Appurtenances, unto the said B. his, &c. **And doth likewise** hereby for himself, his, &c. covenant, &c. that he and they shall and may

may, and the said *A.* doth order and empower him and them, or his Assignee or Assignees, to deduct, retain and keep in his and their Hands, and to his and their own Use and Uses, the said Sum or Value of — *L.* from or out of the Freight or Money which shall grow and become due and payable by and from the said *B.* his Executors, Factors or Assigns, upon and by Virtue of the Charterparty for that Purpose, under the Hand and Seal of the said *B.* bearing Date the, &c. or any Covenant therein contained, or otherwise, for and in Respect of the said Ship and Voyage, the said Charterparty, or any Covenant or Clause therein contained to the contrary notwithstanding **Provided nevertheless, &c. In Witness,** &c.

A Covenant from the Part-Owners of a Ship to Merchants, that the Ship shall perform her Voyage notwithstanding her Wintering at A. and from the Merchants, that if any Disputes happen concerning her Wintering, &c. they shall be referred.

Whereas the Ship *R.* Burthen, &c. whereof *J.* is Master, was in the Year 17 — letten to Freight to *A. B.* and *C.* to *A.* and from thence to *M.* and the said Ship is still at *A.* bound to *M.* **And whereas** the said Ship has wintered at *A.* and other Difficulties have attended the said Voyage, which may possibly occasion Disputes between the said Master and Merchant; nevertheless the Owners of the said Ship have undertaken and promised that the said Ship shall sail to *M.* and there unliver, without any Pretensions to the contrary by the said Master; and that at the said Ship's Return to *L.* any Matters which may be in Difference or Dispute concerning the said Voyage, shall be composed in a friendly Manner; **And therefore** the said *T.* for himself, his, &c. doth covenant, &c. to and with the said *A. B.* and *C.* their, &c. that he the said *T.* shall and will at the said Ship's Arrival at *M.* unlade and deliver the said Merchant's Goods to their Factors there, (the Perils of the Seas excepted) without any Difficulties, Pretensions for Demurrage, for other Demands, or for any Matter or Thing relating to the said Ship's Voyage aforesaid; and that what ever Differences or Demands may arise concerning the said Voyage, he shall and will leave the same to be determined between the Owners and Freighters of the said Ship in *L.* and will be concluded by their Determination concerning the same, (or in these Words) Leave the same to the Judgment of two indifferent Persons, and will be concluded by their Judgment and Award concerning the same. **In Witness,** &c.

From Merchants, that the Master may deviate from the Voyage.

Tall, &c. *A.* &c. sendeth Greeting. **Whereas** by Charterparty of Affreightment dated the, &c. (Recital of the Charterparty): **Now these Presents witness,** that the said Merchant doth hereby for himself, his, &c. covenant, &c. to and with the said Master, that the said Vessel in her intended Voyage, if so ordered by the Factors of the said *A.* at *L.* shall and may sail and apply directly from *S.* to *L.* to lade there, or to *C. T.* or *M.* without touching at any of the aforesaid Ports or Places for her homewards Loading, and that the same shall not be accounted any Breach of the Charterparty, by or on the Part of the said Master; and that notwithstanding he the said Merchant, his, &c. will pay the full Freight mentioned in and growing due according to the said Charterparty. **In Witness,** &c.

XVII. Covenants concerning Freight, Caploggen, &c.

For Tunnage.

Whereas *A.* Master of the Ship *C.* Burthen, &c. now, &c. is bound out and intends to sail in and with the said Ship with the first fair Wind, after the, &c. aforesaid to — and to stay — Days to take in the said Ship's Loading, and the said Time being expired or the said Ship sooner dispatched to return to *L.* and deliver the said Loading in — Days, and there to end her Voyage: **Now these Presents witness,** that each of us the said several Persons, who have signed and sealed these Presents, hath hired and taken, and doth hereby agree to take the several Proportions of the said Ship's Tunnage by us respectively subscribed with our Names to these Presents, and therefore each of us for himself, his, &c. severally, &c. doth hereby covenant and agree to and with the said *A.* his, &c. that each of us, his executors, Factors or Assigns, shall and will lade, or tender to be laden aboard the said Ship at *A.* aforesaid, such a Quantity, and so much Goods and Merchandises as will fully load the several Parts of the said Ship's Tunnage, by us respectively subscribed as aforesaid,

and will respectively dispatch the said Ship at *A.* within the said — Days after her Arrival there, and within — Days after the said Ship's Arrival at *L.* will receive and discharge our respective Goods, from aboard the said Ship, and discharge the said Ship out of our Service; **And also** shall and will truly pay, or cause to be paid unto the said *A.* his, &c. Freight for our respective Parts of the said Ship's Tunnage, at and after the Rate of — *l.* Sterling *per* Tun, for every Tun of the said Goods which the said Ship shall deliver to us, our, &c. respectively at *L.* and proportionably for a lesser Quantity than a Tun, accounting the Tunnage as followeth, *viz.* of Hemp, &c. and will severally pay the said Freight to grow due as aforesaid, &c. to the Payment and performance of all which said several Covenants and Agreements herein contained, each of us bindeth himself, his, &c. and his Goods severally and respectively, and not jointly, nor, &c. unto the said *J.* his, &c. in double the Value of the Freight, to be paid by each of us respectively for the several Parts of the said Ship's Tunnage by us respectively subscribed as aforesaid, firmly by these Presents. **In Witness,** &c.

Another.

THIS Indenture made, &c. **Between** *J.* &c. Part-Owner of the good Ship or Vessel called the *Q.* Burthen, &c. now at, &c. and bound out on a Voyage to *D.* and thence to *L.* whereof *E.* is Master, of the one Part, and *B.* of, &c. of the other Part, **Witnesseth,** that the said Part-Owner doth let unto the said Merchant three sixteenth Parts of the said Ship's Tunnage, for her Voyage from *D.* to *L.* and that the said Merchant hath hired the same; and therefore the said Part-Owner **Doth** hereby covenant, to and with the said Merchant, his, &c. that the said Ship shall within — Days after her Arrival at *D.* take in for the said Merchant — Tuns of — and so much — as the Factors of the said Merchant shall lade, or tender to be laden aboard her for the full Loading, the said Part or Proportion of the said Ship's Tunnage letten as aforesaid; and that the said Ship being laden there, shall depart thence and sail to *L.* directly, and there make a right Discharge and Delivery thereof unto the Factors of the said Merchant, (the Dangers of the Seas, &c.) and the said Merchant for himself, doth, &c. covenant, &c. to and with the said Part-Owners, their, &c. and that he or they will lade, or tender to be laden aboard the said Ship at *D.* within the — Days after her Arrival there, the said — Tuns of — and as much — as will lade the said Proportion of her Tunnage to him letten as aforesaid, and receive and discharge the same from on board the said Ship at *L.* and will pay unto the said Master of the said Ship, Freight for the said Goods upon a right Discharge and Delivery thereof at *L.* as followeth, *viz.* After the Rate of, &c. (*Penalties.*) **In Witness,** &c.

That a Merchant shall pay less Freight than he agreed for by a Charterparty.

To all, &c. *A.* of, &c. Master of, &c. called, &c. Burthen, &c. now, &c. sends Greeting. **Whereas** by a certain Writing or Charterparty, bearing, &c. made between the said *A.* of the one Part, and the several Persons who have signed and sealed the same, Merchants of, &c. of the other Part, the said *A.* hath let to Freight to the said Merchants severally, and they have accordingly hired the several Parts of the said Ship's Tunnage by them respectively subscribed with their Names thereunto, for a Voyage to — there to take in all such — or any of them, as their several Factors shall lade, or tender to be laden aboard the said Ship, for the full Lading the several Parts of her Tunnage to them letten, and to return and deliver the said Goods to the said Merchants at *L.* for every Tun of which said Goods the said Merchants have thereby covenanted to pay to the said Master, the Sum of — for the Freight thereof, and, — *per* Tun more for Primage, and Caploggen and Average as accustomed, and likewise their respective Proportions of two third Parts of all Port-Charges during the said Voyage, as by, &c. **And whereas** *B.* of *L.* Merchant, at the Request of the said *A.* hath executed and subscribed the said Charterparty, for — Tuns of the said Ship's Tunnage to be by him laden at *A.* aforesaid, at the Freight in the said Charterparty mentioned; **Nevertheless** it was agreed by the said *A.* and the said *B.* before and at the time of such his Execution thereof, that he the said *B.* should pay, but at and after the Rate of — *per* Tun, for the Freight of such Goods as he should lade on board the said Ship for the Tunnage therein by him hired, together with Primage and Caploggen, Average and Port-Charges, by the said Charterparty agreed to be paid: **Now know ye,** that the said *A.* in Pursuance of the said Agreements, doth hereby for himself, his, &c. declare, covenant and agree, to and with the said *B.* his, &c. that he the said *B.* his, &c. is to pay, and shall pay for the Freight of the said — Tuns of Goods by him subscribed for, and taken in the said Ship as aforesaid, at and after the Rate of — *per* Tun only, and no more for

for every Tun thereof, together with the said Primage, Average, Caploggen, and Port-Charges by the said Charterparty agreed to be paid; and that the said *A.* his, &c. will not demand or receive of or from the said *B.* his, &c. the remaining — *per* Tun of the said — *per* Tun in the said Counterparty mentioned, and payable for and in Respect of the said Tunnage by him subscribed and taken in the said Ship as aforesaid; the said recited Charterparty, or any Covenant or Thing therein contained to the contrary notwithstanding. **In Witness, &c.**

To pay Freight, and perform other Agreements, than is mentioned in the Charterparty, upon the Ship's going to other Ports than was limited her.

Whereas the Ship *A. B.* Master is now abroad in a Voyage, in Pursuance of a certain Charterparty, between the said *A. B.* and *C. D.* of, &c. **And whereas** *F. G.* Part-Owner of the said Ship for himself, and on the Behalf of the rest of the Part-Owners of the said Ship, and the said *C. D.* have for good Reason, thought fit that the said Ship, before her Return to the Port of *L.* may sail and go to and lade at and from such other Ports and Places, and perform such other Service for such Freight, and upon such Terms, as the said Master and the Factors of the said Merchant, shall agree upon; and thereupon the said *F. G.* hath for himself, and on the Behalf of the rest of the Part-Owners of the said Ship, given Liberty to the said *A. B.* to sail and proceed with the said Ship accordingly; **Now** the said *C. D.* for himself, his, &c. doth covenant, &c. to and with the said *F. G.* his, &c. by these Presents, that he the said *C. D.* shall and will well and truly pay such Freight, and do and perform all such Agreements which shall grow due to be paid, and ought to be performed by him for any such Service or Employment of the said Ship as aforesaid, as the same ought to be paid and performed, according to the Agreement in that Behalf between the said Masters and Factors of the said Merchant; and that the said *A. B.* shall not be sued by the said Merchant, for the Breach of Non-performance of any Covenant or agreement in the said recited Charterparty contained, relating to so much of the said Ship's Voyage and Employment therein mentioned, wherein the said *A. B.* shall act or do to the contrary pursuant to any such new Agreement as aforesaid, with the Factors of the said Merchant. **In Witness, &c.**

From Freighters, to pay Average for a Ship's staying at a Place a whole Winter.

WE the several Freighters and Loaders of the said Ship *A.* Burthen, &c. in her Voyage to and from *A.* do hereby for ourselves, our, &c. severally, &c. covenant and agree to and with *R.* of, &c. Master of the said Ship, that we will respectively come to an Average for, and that each of us in Proportion, according to our Tunnage in the said Ship, and our Goods of Loading therein, will pay or allow our respective Parts of the Charges and Damages to the Owners of the said Ship, by Reason of her being detained by Extremity of Weather, and staying at *A.* during the last Winter's Season, over and above, and together with the Freight by us severally to be paid for our respective Goods or Loading aboard the said Ship. **In Witness, &c.**

From Part-Owners and Freighters, that an Average on the Ship and Loading, for Damages sustained by the Ship, shall be settled by two Persons.

Whereas, &c. (as before) **Now** we whose Hands and Seals are hereunto set, Part-Owners of the said Ship, and Freighters, or Persons concerned in, or to whom the Goods and Loading of the said Ship in the said homeward Voyage are consigned, **Do** hereby for ourselves, our, &c. severally, &c. covenant and agree, to and with the said *G.* his, &c. that the Loss and Damage sustained by the said Ship, and her Goods and Loading in her said homeward Voyage, shall be adjusted and determined by *A.* and *B.* &c. (whom we do for that Purpose hereby severally desire, order and empower to Value and adjust the same, and to award and order such an Average upon the said Ship, and the therein Goods which are saved, as they shall think just, reasonable and sufficient, and to pay and make good the Loss and Damage sustained as aforesaid; and that each of us respectively, for and in Respect of our several Parts in the said Ship, and her Loading, will bear and pay our respective Proportions, accordidg to our Parts in the said Ship and her Loading, and the Value of our Goods therein, of such Average which the said *A.* and *B.* shall by Writing under their Hands and Seals, award, declare, order and appoint in that Behalf, to the Performance, &c.

That

That a Merchant will pay a Master Caploggen.

Whereas A. &c. Master of the Ship D. Burthen, &c. hath by Charterparty, dated herewith, let the said Ship to Freight to C. of, &c. for a Voyage from hence to A. and back again to the Port of L. **Now** the said C. doth hereby covenant, &c. to and with the said A. that in Consideration of his Taking in and well Stowing the Ship's Cargo, and in performing the said Voyage, he the said C. shall and will pay and give to the said A. the Sum of — l. of lawful, &c. for Caploggen, and as a Gratuity, over and above the Freight or Sum mentioned in the said Charterparty, immediately after Discharge or Delivery of the said Ship in the River of Thames, as herein is mentioned; and will likewise give to the said A. — of the Matts which shall be brought Home in the said Ship betwixt Decks, free of Damage.

That a Master will allow a Sum of Money out of the Freight.

Whereas, I A. B. Master of the Ship D. have by Charterparty, bearing Date herewith, let the said Ship to Freight to E. and F. of, &c. for a Voyage to A. and back to the Port of L. **Now** I the said A. B. according to the Agreement between me and the said E. F. before and at Sealing the said Charterparty, do hereby promise and agree to and with the said E. and F. to abate and allow unto the said E. and F. the Sum of — l. of lawful, &c. out of the Freight to grow due and payable for the Hire of the said Ship, by and upon the said Charterparty; any Thing therein, &c.

From Freighters, to pay so much per Hogshead for their Goods, towards making good Damage sustained by a Ship.

Whereas, &c. (Recite as before): **Now** we the several Persons whose Hands, &c. Freighters, &c. taking into our Consideration the great Damage sustained by the said Ship, and making some Allowance towards the same, **Do** for ourselves, our, &c. severally &c. covenant, &c. to and with the said G. his, &c. that each and every of us the said Freighters or Persons concerned in, and to whom the said Ship's Loading is consigned, shall and will pay and allow, or cause to be paid unto the said G. his, &c. — l. per Hogshead, for every Hogshead of — for all or such Part of our respective Loading on board the said Ship, which shall come out and be delivered without Damage, over and above, and together with the Freight which by our respective Bills of Loading, or by Charterparty in that Behalf shall be payable for the same, notwithstanding the Covenants or Agreements between the said G. and the Part-Owners of the said Ship, to the contrary. **In Witness**, &c.

That a Master of a Ship will bring home several Goods (besides what he is obliged to by the Charterparty) Freight free.

Whereas H. M. Master of the Ship R. Burthen about — Tuns, hath by Charterparty, bearing even Date herewith, let the said Ship to Freight to B. of, &c. for a Voyage to M. to be laden with — within the Time and at the Freight therein mentioned, as thereby appears: **Now** the said H. doth hereby for himself, his, &c. covenant, &c. to and with the said B. his, &c. that he the said H. shall and will receive and take aboard the said Ship, at some Place or Places in M. where the Factors of the said Merchant shall order — for the said Merchant, above and besides what — he is to take in according to the said Charterparty, and will deliver the same to his, &c. at L. Freight free, and without any Freight or any Consideration whatsoever to be paid, allowed or given by the said Merchant, his, &c. for the same, (the Dangers of the Seas excepted). **In Witness**, &c.

For a Master of a Ship to dispose of Goods for his and others Joint Account.

To all, &c. A. of, &c. Commander of, &c. called, &c. Burthen, &c. now, &c. **Whereas** the said Ship is bound out on a Voyage to L. **And** **Whereas** B. of, &c. hath shipped on board the said Ship — of, &c. of the Marks and Numbers mentioned in the Invoice thereof, dated herewith, which are consigned to the said A. and are one full Quarter
or

or fourth Part thereof, for and on the Account and Risque of the said *E.* one other Quarter, &c. of the said *B.* and the remaining Half-Part thereof, for or on the Account or the Risque of *C.* of, &c. **And whereas** the said *C.* hath shipped on board the said Ship — &c. (*as above*) and are on the equal Account and Risque of the said *C.* and *B.* as by the said several Invoices may appear: **Now these Presents witness**, that the said *A.* doth hereby acknowledge the Receipt of the said Goods mentioned in the said two Invoices; and doth hereby for himself, his, &c. covenant, &c. to and with the said *C.* and *B.* their, &c. that he the said *A.* shall and will use his best Endeavours for the Selling and Disposing of the said Goods mentioned in the said Invoices, for the most Profit and Advantage that he can, in *L.* aforesaid; and shall and will with all Expedition, after Disposal thereof; return unto the said *C.* and *B.* the neat Proceed thereof, according to their Shares therein aforesaid, either by Bills of Exchange, or otherwise, and shall and will pay the same into the Hands of Messrs. *D.* and Company, the Factors of the said *C.* and *B.* at *L.* aforesaid, and if he cannot dispose of the said Goods in *L.* aforesaid, the said *A.* shall and will leave the said Goods in the Hands of the said Messrs. *D.* and Company, to be by them disposed of for the Account of all of them the said Parties, according to their Shares therein; and to the Performance, &c. (*Penalty from A. to C. and B.*) **In Witness, &c.**

Another (but not on the Masters Account); the Masters of the two Vessels to have but one Half of the Profits for their Trouble.

Tall, &c. *A.* of, &c. (*as before*) and *B.* of, &c. (*the same*): **Whereas** the said *A.* and *B.* are bound out, in and with the said Ships, whereof they are Commanders, on a Voyage from *L.* to *G.* and from thence to the *Spanish West-Indies*, there to Trade, having a Commission in that Behalf from the King of *Spain*, and from thence are to return to *J.* **And whereas** *C.* of, &c. hath shipped on board the said *K.* upon his own Account and Risque, a Cargo, of, &c. and consigned the same to the said *A.* and *B.* as by Invoice thereof appears: **Now know ye**, that they the said *A.* and *B.* for the Consideration hereunder mentioned, do for themselves, their, &c. jointly and severally covenant, &c. that they the said *A.* and *B.* shall and will use their utmost Care for the Sale and Disposal of the said Cargo in the said *Spanish West-Indies*, for the most Profit and Advantage of the said *C.* that they can, and from Time to Time as Opportunities present, send and give Advice of their Proceedings and Doings therein to the said *C.* his, &c. and upon the Return from the *West-Indies* aforesaid, bring back with them in both, or one of the Ships aforesaid, the remaining Effects thereof, and at the Arrival in *England* at the End of the said Voyage, make and give a just and true Account of all and singular their Proceedings in the Premises; and of all the neat Effects and Profits thereof during the said Voyage, and pay and deliver the same unto the said *C.* his, &c. and (the Dangers of the Sea excepted) upon their Return and Arrival at *J.* aforesaid, shall and will make and give a just and true Account unto *D.* the Factor, as Correspondent of the said *C.* there, of the Sale and Disposal of the said Cargo; and also send unto the said *C.* from *J.* a like and true Account of the Sale thereof, and there and then also pay or deliver unto the said *D.* on the Account of *C.* all the neat Proceed to be made by Sale of the said Cargo, after deducting thereout a Moiety of the Profit thereby for their Commission, Freight and Charges; for and about the Disposal thereof, which they the said *A.* and *B.* are to bear, and not to charge the said Cargo therewith. **In Witness, &c.**

From Part-Owners and Freighters of a Ship that suffered Damage in her Voyage, that the Part-Owners shall not demand any Allowance from the Freighters, and the Freighters to take their Goods without any Allowance for Damage.

Whereas, &c. (*as before*): **Now these Presents witness**, that for the Preventing, Quieting and Ending, all or any Differences and Disputes which might otherwise happen or be made about or concerning the Damage sustained by the said Ship and Cargo, and all Actions, &c. in Respect thereof, it is covenanted, declared and agreed, by and between the several Persons whose Hands, &c. being Part-Owners of the said Ship, and Freighters of or Persons concerned in, and to whom the Goods and Loading of the said Ship in her said homeward Voyage are consigned, for themselves, their, &c. respectively, as followeth, *viz.* That each and every of them the said Parties, for and in Respect of their several Parts in the said Ship, and her Goods and Loading, shall and will stand to and bear all the Loss and Damage sustained by and come to the said Ship in her Hull and Rigging; and likewise in or to all or any Part of the Goods or Loading shipped on board her at *B.* aforesaid; and that they the said Part-Owners, or the said Master of the said Ship, or any of them, shall not, nor will ask, demand or expect, of and from the said several Freighters

or Persons concerned in the said Loading, any Average, Contribution or Allowance whatsoever, for or towards making good the Damage sustained by the said Ship as aforesaid; **And that** they the said Freighters or Persons concerned in, and to whom the said Goods and Loading are consigned, shall and will receive and take his and their respective Goods, (or so much thereof as are saved, and not lost or perished by Reason or Means aforesaid, as they shall arise) and will stand to and bear all Damage happened thereunto, without demanding or expecting any Allowance by or from the said Ship, or the said Master or the Owners of the said Ship, or otherwise, or in Respect thereof; and shall and will pay Freight for all such Goods which remain and shall be received by them respectively from on board the said Ship, in Proportion according to the several Rates which by their respective Bills of Loading, or by Charter-Party in that Behalf ought to be paid. **In Witness, &c.**

From Freighters, to receive their Goods as they rise, and to pay an Average to be settled by two Persons named, for Damages sustained in the Ship.

Whereas the Ship *M. Burthen*, &c. whereof *G.* is Master, lately arrived at *P.* from *B.* did in her said homeward Voyage meet with a violent Storm and bad Weather, by Reason whereof, and for the Preservation of the said Ship and her Loading from being utterly lost, the said Master was forced to cut away, and did cut away and throw over board her Masts and Rigging, and the said Ship suffered other Damages in her Hull, and it is believed her Loading has also received great Damage; **Now we** the several Persons whose Hands and Seals are hereunto set, Freighters or Persons concerned in, and to whom the Goods and Loading of the said Ship in her said homeward Voyage are consigned, do for ourselves, our, &c. severally and respectively, and not jointly, nor one for the other, nor for the other's Act, covenant, &c. to and with the said *G.* his, &c. that each and every of us the said Freighters or Persons concerned in, or to whom the said Ship's Loading is consigned, will receive and take his and their respective Goods as they rise, and will bear all Damages happened thereto as aforesaid, without Demanding or Expecting any Allowance by or from the said Ship, or the said Master, or the Owners of the said Ship, or otherwise, for or in Respect thereof (Embezzlements by any of the said Ship's Company excepted) and will likewise pay the full Freight for our respective Goods according to the respective Bills of Loading, or as by Charter-Party is or shall be due and payable for the same; and will also pay and allow such Average and Contribution, for and in Respect of our said Goods, for the Loss sustained by the said Ship, as *A.* and *B.* &c. whom we do for that Purpose hereby severally desire, order and impower to value and adjust the same, shall think just and reasonable, and shall for that Purpose award, declare, order and appoint by Writing under their Hands and Seals; to the Performance whereof, &c.

XVIII. Covenants to pay off Bills of Exchange and Bontes on Account of the Voyages of Ships.

Deed of Covenant from Part-Owners of a Ship, to pay the Proportions of such Bills as the Captain shall draw on two of them, on the Ship's Account, during the Voyage

We whose Hands and Seals are hereunto set, Part-Owners of the good Ship or Vessel called the *O. Burthen* about — Tuns, now, &c. whereof *J.* is Commander, and bound out on a Voyage to *E.* **Do** each of us for ourselves, our, &c. severally and respectively, but not jointly, nor one for the other, nor for the other's Act, covenant, promise and agree, to and with *A.* &c. and *B.* of, &c. also Part-Owners of the said Ship, severally and respectively, and their several and respective, &c. by these Presents, that each of us respectively, our, &c. according to our several Parts of and in the said Ship, by us severally subscribed with our Names hereto, shall and will pay or cause to be paid unto the said *A.* and *B.* on Demand, our several Proportions, according to our respective Parts of the said Ship, of all such Sum and Sums of Money which shall become due and payable upon any Bill or Bills which shall or may be drawn or charged on the said *A.* and *B.* or either of them, by the said *J.* the Commander of the said Ship, during her intended Voyage, for or on Account of the said Ship, or the Owners thereof, or when and as any such Bill or Bills shall from Time to Time become payable; and we severally order the said *A.* and *B.* or either of them, to accept all or any such Bill or Bills which the said *J.* shall draw on them, or either of them, for or on Account of the said Ship, or the Owners thereof. **Dated, &c.**

Another, to pay Proportions of what Money the Master of a Ship in the King's Service shall take up for the Ship's Use.

W E whose Hands, &c. Part-Owners of the good Ship or Vessel called the *S.* now at *C.* or elsewhere, in his Majesty's Service, as an Hospital Ship in the *Fleet*, commanded by *A.* whereof Captain *H.* is Commander, send Greeting. **Whereas** *L.* and *M.* of, &c. also Part-Owners of the said Ship, have, or one of them hath, at our Request, given Order to Credit on — *L.* for supplying or furnishing the said *H.* with all such Monies as he shall have Occasion for at *C.* or elsewhere, during his Stay or Continuance abroad in the said Service: **Now know ye**, that each of us for himself, his, &c. only and severally, and not jointly, nor one for the other, doth covenant, &c. to and with the said *L. M.* their, &c. by these Presents, that each of us, our, &c. shall and will upon Demand truly pay, or cause, &c. unto the said *L.* and *M.* their, &c. our respective Parts and Proportions, according to our several Parts in the said Ship hereunder subscribed, of all such Sum and Sums of Money as the said *H.* shall take up and receive, and which shall be furnished, supplied or credited, by Order or for the Account of the said *H.* or the said Ship, by or by Virtue of the Credit or Order of the said *L.* and *M.* or either of them, as aforesaid. **Dated**, &c.

From two Part-Owners to pay their Proportions of Bills drawn on Account of the Ship's Cargo.

T D all, &c. *A.* and *B.* &c. send Greeting. **Whereas** by a certain Writing under the Hands and Seals of *C.* &c. and the said *A.* and *B.* bearing Date, &c. they have authorized and appointed *D.* Commander of the *E.* Burthen, &c. bound, &c. (and in Case of his Mortality or Absence, the succeeding Commander of the said Ship) to buy, purchase and receive on board her this present Voyage, as much, &c. (the Goods) as will compleat and fill the said Ship's Loading, and to draw Bill or Bills of Exchange on the said *C.* for the Value and amount of such — payable at *L.* — Days after Sight; which Bill or Bills of Exchange the said *C.* hath hereby promised and obliged himself, his, &c. to accept and pay at — Days after Sight: **And whereas** the said *A.* and *B.* are interested and concerned in the said intended Cargo of — so to be bought for the Loading of the said Ship, as followeth, *viz.* The said *A.* is interested in one full half Part thereof, and the said *B.* is interested in one full fourth Part thereof; and as to their said Parts thereof, it is hereby declared the said *C.* at their Request and on their Accounts respectively, hath undertaken to accept such Bill or Bills of Exchange which shall be drawn for the said intended Loading of the said Ship as aforesaid: **Now therefore know ye**, that each of them the said *A.* and *B.* for himself, his, &c. severally and respectively, and not jointly, nor one for the other, nor for the other's Act, doth covenant, &c. to and with the said *C.* his, &c. by these Presents, that each of them the said *A.* and *B.* his, &c. respectively upon Notice in that Behalf given or left to or for them the said *A.* and *B.* their, &c. at their respective present Dwelling-Houses or Places of Abode, shall and will truly pay, or cause, &c. their several Parts following, *viz.* The said *A.* one half Part, the said *B.* one quarter or fourth Part of all such Sum and Sums of Money, which in or by any such Bill or Bills of Exchange, which shall be so drawn on the said *C.* for the Value or Amount of such — which by or by Virtue of the above recited Order or Authority shall be so bought and purchased for the said Ship's Loading as before is mentioned, shall be mentioned and expressed, and shall thereupon become due and payable, according to the Tenor thereof and true Meaning of these Presents, and of and from their several Parts thereof, of and from all Actions, &c. concerning the same, shall and will at all Times hereafter save and keep harmless and indemnified the said *C.* his, &c. and his and their Goods and Estate, and every of them. (*A Penalty from the said A. in — l. and from B. in — l.*) **In Witness**, &c.

From several Part-Owners of a Ship to the Commander, that they will pay him their Proportions of Money contracted or agreed to be paid by him to Tradesmen for Work done, Goods sold, on Account of the Ship, and to indemnify him therefrom.

W E, &c. Part-Owners, &c. do each of us for ourselves, our, &c. severally, &c. covenant, &c. to and with the said *B.* his, &c. that each of us respectively, our, &c. according to our several Parts of and in the said Ship, by us severally subscribed with our Names hereunto, will pay, or cause, &c. to the said *B.* or to his Order, within — Months after the Date hereof, our several Proportions, according to our respective Parts of and in the said Ship

Ship, of the Sum of — *l.* owing to, contracted for or agreed to be paid by the said *B.* to several Persons Tradesmen, for Work done, Goods and Stores delivered for the said Ship's Use for her said intended Voyage, as by their several Bills delivered in appears; and that each of us will at all Times indemnify and keep harmless the said *B.* his, &c. from our respective Proportions of the said Sum, according to our Parts in the said Ship, and from all Actions, &c. by Reason thereof. **Dated, &c.**

To repay what Money shall be advanced in the East-Indies to a Commander of a Ship.

WE *A.* of, &c. and *B.* &c. Part-Owners of the good, &c. called, &c. Burthen, &c. now, &c. whereof *D.* his Commander, do for ourselves, our, &c. jointly and severally covenant, &c. to and with *C.* of, &c. his, &c. by these Presents, that what Money shall be paid by the said *C.* or by his Order at *S.* in *East-India*, unto *D.* Commander of the said Ship *A.* or in his Absence, or in Case of his Decease, unto *E.* &c. at any Time or Times from the Date hereof, until the, &c. not exceeding — Rupees, we the said *A.* and *B.* our, &c. will repay the same unto the said *C.* his, &c. or to his or their Assigns, in *London*, at the Rate of — *l.* Sterling per Rupee, within — Days after the Bill or Bills which shall be drawn on us for the same, shall be presented unto us, or either of us, our, &c. **In Witness, &c.**

Another, to pay what Money shall be advanced on a Letter of Credit.

WE *Perceas* Mr. *A. B.* Merchant, hath given Letters of Credit to *C. D.* Master of the Ship *E.* on Messieurs *F.* and *G.* at *A.* for — *l.* or — *l.* **Now** we the said *C. D.* and *H. J.* of, &c. do oblige ourselves, our Heirs, Executors and Administrators, jointly and severally, to the said *A. B.* his, &c. to pay to him or them at *L.* such Sum or Sums of Money as the said *C. D.* shall receive of the said Messieurs *F.* and *G.* upon the Credit given as aforesaid, according as the Exchange shall govern for *L.* **In Witness, &c.**

XIX. Covenants concerning the Capture of Ships in Time of War.

From Part-Owners to a Commander of a Ship, that if the Ship shall be taken by the Enemy, and he redeems her, they will pay him in Proportion to their Parts.

WE *Perceas* the Ship called the *E.* whereof *J.* of, &c. is Master, is bound out on a Voyage to *S.* and thence back to *L.* **Now** we whose Names are hereunder subscribed, do covenant, promise and agree, for ourselves severally and respectively, and for our several and respective Executors, &c. to and with the said *J.* his, &c. by these Presents, that if the said Ship and Cargo shall happen to be taken by the *Spaniards* during the said Voyage, and if the said *J.* shall redeem, or agree for the Redemption of the same, which in such Case we empower him to do accordingly, that then we and every of us, and our respective Executors, &c. shall and will reimburse and pay unto the said *J.* our respective Shares and Proportions of all such Monies as he shall *bona fide* agree or pay for the Redemption thereof, according to the Value of our several Parts and Proportions of and in the said Ship and Cargo, at the Time of such Redemption or Agreement for the same; the said Sum or Price being reduced to an equal Average for Ship and Cargo. **In Witness, &c.**

Vide Covenants as to Indemnity.

Between two Captains of Privateers, to pay Charges relating to Prizes equally between them.

WE *Perceas* *A.* Commander of the Privateer or Vessel called the *B.* Burthen, &c. and *C.* Commander of the Privateer or Vessel called the *D.* Burthen, &c. have, together in and with the said Vessels or Privateers, lately taken several Ships or Vessels, which are brought to several Ports or Places in *England*, in order for their Condemnation as Prizes: **Now** these Presents witness, that it is mutually declared and agreed by and between the said *A.* and *C.* and each of them doth hereby covenant and agree to and with the other of them, that all Charges of Waiters on board the said Vessels, or any of them, and of Prosecutions against, and condemning of them, or any of them, or their Lading, or otherwise, about or concerning all or any the said Vessels, or their Lading, which are so already taken by the said

said *A.* and *C.* and about all or any other Vessels or Prizes which shall hereafter happen to be taken by the said *A.* and *C.* together, or in Company, shall be equally paid, defrayed and born by and between them the said *A.* and *C.* and by and on the Account of their two several Privateers aforesaid, equally Share and Share alike: To the Performance whereof each of them the said *A.* and *C.* bindeth himself, his, &c. and the Privateers or Vessels whereof each of them is Commander as aforesaid, unto the other of them, his, &c. mutually and interchangeably, in the Sum or Penalty of — *l.* of, &c. a-piece, firmly by these Presents. **In Witness, &c.**

From Merchants, to make good Damages (not exceeding, &c.) by reason of a Ship's being taken or detained by an Enemy after the Time limited in the Charterparty.

Whereas *A.* &c. Master of the, &c. called *C.* hath by Writing or Charterparty under, &c. dated, &c. let the said Ship to Freight to us *B.* and *C.* of, &c. for a Voyage to *A.* in *R.* and back to *L.* as thereby may appear: **N**ow we the said *B.* and *C.* in Consideration of the Sum of *5 l.* to us in Hand at, &c. by the said *A.* truly paid, the Receipt, &c. do hereby for ourselves, our, &c. jointly and severally covenant, &c. to and with the said *A.* his, &c. that we the said *B.* and *C.* our, &c. shall and will answer, satisfy and make good unto the said *A.* and the Part-Owners of the said Ship, their, &c. all such Losses and Damages not exceeding — *l.* for the said Ship, and not exceeding — *l.* to the said Master, which shall or may happen by Reason or Means of any Detainment or Seizure of the said Ship, or the said Master thereof, to *A.* aforesaid, by or by the Order of his Majesty the — of — after the Expiration of the said — Days limited by the said Charterparty for her Stay there, upon Account of War between his said Majesty and the Crown of Great Britain: To the Performance, &c. **In Witness, &c.**

XX. Covenants concerning Law Suits.

Deed of Covenants for stopping further Proceedings in a Suit in Chancery touching a Foreclosure, &c.

THIS Indenture Tripartite, &c. Between *J. W.* of, &c. of the first Part, *T. P.* of, &c. of the second Part, and *J. T.* of, &c. of the third Part. **W**hereas by Virtue of a Decree or Decretal Order of the High Court of Chancery, made and pronounced by the Right Honourable the Master of the Rolls, on the — in a certain Cause there then and now depending, wherein the said *J. T.* is Plaintiff, and the said *J. W.* and *T. P.* are Defendants; *T*herein reciting or setting forth, that by the Plaintiff's Bill it appeared, that by certain Indentures of Lease and Release, bearing Date respectively, &c. *I*t was by the said Plaintiff's Bill prayed, that the Defendants *W.* and *P.* might be compelled to pay him the said Sum of — Principal Monies, and the Interest thereof, and on Default thereof, that they might be foreclosed of all their Equity of Redemption of, in and to the said mortgaged Premises; and after setting forth the several Answers of the Defendants *W.* and *L.* answers, to the Effect as therein mentioned; and that the Defendant *P.* not having put in his Answer, but absconding, the Plaintiff had obtained an Order, dated the — that the Defendant *P.* should appear to the Plaintiff's Bill on or before — and that the said Defendant *P.* having not appeared thereto, it was by another Order of the — ordered, that the Plaintiff's Clerk in Court should attend with the Record of the Plaintiff's Bill, in order to have the same Decree to be taken *pro Confesso* against the said Defendant *P.* And the Clerk in Court for the Plaintiff attending with the said Record, on hearing the said Cause, *I*t was by his Honour decreed, that the Plaintiff's Bill should be taken *pro Confesso*, and that it should be referred to Mr. *A.* &c. to see what was due to the Plaintiff from, &c. **A**nd whereas, to prevent as much as may be all further Charges and Expences touching the Matters aforesaid, it is by the said Parties hereto agreed, that the said *J. W.* shall have such Time for Sale of the said mortgaged Premises, as herein after mentioned, and that all the Parties hereto will join with him in such Sale; and that the Monies arising by such Sale shall be paid to the said *J. F.* and *T. P.* in such Manner as herein after mentioned; and that in the mean Time all further Proceedings in the said Cause shall be stayed in such Manner, and subject to such Covenants, Proviso and Agreements, as are herein after mentioned and expressed: **N**ow this Indenture witnesseth, that in Pursuance and Performance of the said recited Agreement, it is hereby mutually covenanted, agreed and declared, by and between all the Parties to these Presents, for themselves and for their respective Heirs, Executors and Administrators, in Manner as follows, *viz.* That they the said *J. T.* and *T. P.* do hereby covenant and agree,
 VOL. III. and

Time given for the Sale of mortgaged Premises, &c.
The Money how applied.

and give unto him the said *J. W.* the full Time and Space of — Months, to commence from the Date hereof, to procure the best Purchasor or Purchasors he can get to buy the said mortgaged Premises; and that they the said *J. T.* and *T. P.* will then join with him the said *J. W.* in the absolute Conveying thereof, to such Purchasor and his Heirs, and as Counsel learned in the Law shall in that Behalf reasonably advise; and that so much of the Monies arising by Sale of the said Premises as shall be sufficient for that Purpose, shall in the first Place be paid to the said *J. T.* in Discharge of all such Principal and Interest Monies, and all such Costs and subsequent Costs as shall be then due to him by Virtue of his said Security, and in Pursuance of the said recited Decree, Report and subsequent Orders thereon, and from and after full Payment thereof, to the said *J. T.* his Heirs, Executors and Assigns, and subject thereunto; then as to the Residue or Surplus of the Monies arising by such Sale of the said Premises, the same shall be paid to the said *T. P.* Party thereto, his Heirs, Executors or Assigns, in Discharge of all such Principal Monies, Interest and Costs, as shall be then due to him or them by Virtue of the abovementioned Securities so made from the said *J. W.* to the said *T. P.* deceased, as aforesaid, in Pursuance of and according to the said recited Decree and subsequent Orders: And it is hereby further mutually agreed by and between all the said Parties, that in Case the Monies arising by such Sale of the said Premises shall not be sufficient to pay and discharge to them the said *J. T.* and *T. P.* Parties hereto, their respective Executors and Assigns, all such Principal Monies, Interest and Costs as shall be then due to them in Manner as aforesaid; that then and in such Case he the said *J. W.* his Heirs, Executors or Administrators, shall and will out of his and their own proper Monies, within the Space of — Months next after such Sale made of the said Premises, pay unto them the said *J. T.* and *T. P.* Party hereto, their respective Heirs, Executors and Assigns, so much Money as shall make good such Deficiency; **And it is hereby further mutually agreed** and declared by and between all the said Parties for themselves, and for their respective Heirs, Executors and Administrators, that during the said Space of — Months now next ensuing, no further Proceedings shall be had, made or carried on in the said Court of Chancery, or in any other Court of Law or Equity whatsoever touching the Premises aforesaid; nor shall any Action or Suit whatsoever be brought or commenced by any or either of the said Parties hereunto, against each other during the said Space of — Months as aforesaid: **And** the said *J. W.* for himself, his Heirs, Executors and Administrators, doth hereby covenant, promise and agree, to and with each of them the said *J. T.* and *T. P.* Party hereto, their respective Heirs, Executors, Administrators and Assigns, by these Presents, in Manner as follows, *viz.* That he the said *J. W.* or his Heirs, within the Space of — Months now next ensuing, shall and will use his utmost Endeavours to get such Purchasor or Purchasors to buy the said mortgaged Premises for the most Monies that can be got for the same, and that he the said *J. W.* and his Heirs shall and will join with them the said *J. T.* and *T. P.* Party hereto, and their Heirs, in the absolute Conveying of the said mortgaged Premises, unto and to the Use of such Purchasor or Purchasors, and his or their Heirs or Assigns, as shall be reasonably advised or required; and also that all the Purchase Monies to arise, or be had or made by Sale of the said mortgaged Premises, shall be paid to them the said *J. T.* and *T. P.* Party hereto, and their respective Heirs, Executors or Assigns, in Manner as aforesaid: **And further**, that in Case the Monies arising by such Sale of the said Premises shall not be sufficient to pay to them the said *J. T.* and *T. P.* all such Principal, Interest Monies and Costs as shall be then due to them as aforesaid, that then and in such Case he the said *J. W.* his Heirs, Executors or Administrators, out of his or their own proper Monies shall and will, within the Space of — Months next after such Sale made of the said Premises, pay unto them the said *J. T.* and *T. P.* Party hereto, and to their respective Heirs, Executors, Administrators, and Assigns, so much Monies as shall be sufficient to make good such Deficiency: **And whereas** the said *J. W.* by his Bond or Obligation bearing even Date with, and executed at the Time of his Executing, stands bound unto the said *J. T.* his Heirs, Executors and Administrators, in the Sum of — with Condition thereunder written, that if the said *J. W.* his Heirs, Executors and Administrators, shall and do well and truly pay, perform, fulfil and keep all and every the Payments, Covenants, Conditions and Agreements mentioned and contained in this present Indenture, that then the said Obligation should be void and of no Effect: **And whereas** the said *J. W.* as a further Security for Performance of the several Covenants and Agreements herein contained, mentioned and expressed, hath duly executed a Warrant of Attorney, bearing even Date herewith, and hath thereby directed to, &c. to enter up a Judgment in the said Court against him the said *J. W.* as of *T.* Term now last past, or as of some other subsequent Term, at the Suit of the said *J. T.* for the said Sum of — Debt upon the said Bond, (besides Costs of Suit) which Judgment 'tis agreed shall be forthwith entered upon Record against the said *J. W.* **Provided always**, and it is hereby expressly agreed and declared by and between all and every the Parties hereunto, and the true Intent and Meaning of them

Proceedings to stay.

Covenant to get a Purchasor, &c.

Recital of a Bond to perform the Covenants herein,

and Warrant of Attorney.

Proviso.

and

and of these Presents is, that in Case the said mortgaged Premises shall not be sold within the Time aforesaid, and that the Monies arising by such Sale shall not be sufficient to pay to them the said J. T. and T. P. Party thereto, their respective Heirs, Executors and Assigns, the said several Principal Sums of Money, together with Interests and Costs in such Manner as herein before mentioned; and in Case he the said J. W. his Heirs, Executors or Administrators, shall not make good such Deficiency in Manner as aforesaid, that then and in any or either of the Cases aforesaid, no Clause, Covenant or Agreement, or Thing herein contained, shall be construed, deemed or taken to bar, prejudice, prevent or hinder the said J. T. in the first Place, and afterwards the said T. P. Party hereto, their respective Heirs, Executors, Administrators and Assigns, from the Obtaining, Recovering and Receiving of all such Monies as shall be to them then respectively due and owing for Principal, Interest and Costs, by Virtue of the said several Securities, and of the said Decree and subsequent Orders; the said recited Bond and Judgment bearing even Date herewith, in such Manner as aforesaid, any Thing to the contrary thereof notwithstanding. **And lastly,** it is hereby mutually agreed and declared by and between all the Parties to these Presents, that on his the said J. T. his Heirs, Executors or Administrators, having fully paid and performed all and every the Covenants, Payments and Agreements herein before mentioned and contained, in his and their Part to be paid, done and performed, according to the true Intent and Meaning of these Presents, that then the said recited Bond shall be by the said J. T. delivered up to the said J. W. his Executors or Administrators, to be cancelled; and also that then he the said J. T. his Heirs, Executors or Assigns, (at the Request and Charge of the said J. W. his Heirs, Executors or Administrators) shall and will acknowledge Satisfaction upon the Record of the said Judgments, or do any other lawful Act to vacate the same, as shall be reasonably advised or required, and that in the mean Time he the said J. T. his Heirs, Executors or Assigns, or any of them, shall not nor will take or sue out any Writ or Writs of Execution, or other Process or Advantage whatsoever against him the said J. W. his Heirs, Executors or Administrators, or his or their Real or Personal Estates, upon or by Virtue of the said Bond or Judgment, or either of them. **In Witness, &c.**

In what Case
the Bond, &c.
to be delivered
up, &c.

The Consideration Part may sometimes be thus.

Now this Indenture witnesseth, that to prevent all further Charges and Expenses in the said Cause, touching the Matters aforesaid, **He** the said J. W. in Pursuance and Part of Performance of his said recited Agreement, **Doth** hereby for himself, his Heirs, Executors and Administrators, agree and declare; and also they the said J. B. and W. W. do hereby likewise agree and declare, that no further Proceedings whatsoever shall from henceforth be had, made or carried on in the said Court of Chancery, or in any other Court of Law or Equity whatsoever, touching the Transactions, Matters and Things aforesaid, and that the same shall from henceforth finally end and determine, and the same are by all and every the Parties to these Presents hereby accordingly finally ended and determined.

An Indenture of Covenants between two Persons touching a Suit depending on Ejectments concerning an Estate in Ireland; whereby, to prevent Loss by Insolvency of Tenants, a Receiver is by them appointed, &c.

THIS Indenture, &c. Between the Right Honourable M. Viscountess Dowager of Recitals. L. of the one Part, and G. F. of, &c. Esq; of the other Part. **Whereas** by Indentures of Lease and Release, &c. and made, &c. previous to the Intermarriage of the said Viscountess with the said now Lord Viscount L. a Rent Charge of 320 l. a Year was granted and settled by and of the Name of, &c. and also by and out of the Manor of, &c. in the County of R. in the said Kingdom, of the then Estate of Sir G. L. Knt. unto the said Viscountess for and during the Term of her natural Life, for her Jointure, As in and by the said in Part, &c. **And whereas** the said Marriage took Effect, and the said J. Lord Viscount L. since departed this Life, whereby the Lady Viscountess became lawfully intitled to the said Rent-Charge or Annuity of 320 l. per Ann. for her Life, for her Jointure, by Virtue of and under the said Marriage Settlement; but the said Lord Viscount L. before his Death, duly made and published his last Will and Testament in Writing, and thereby (*inter alia*) devised the said Manor of, &c. and all Arrears of Rent due out of all the aforesaid Manors and Premises, to the said M. Viscountess Dowager of L. for and during the Term of her natural Life, with several Remainders over, as in the said Will is mentioned, and appointed her sole Executrix of his said Will, who has since his Decease duly proved the same in common Form, and thereby became well intitled, not only to all and every the said Manors and

As to Marriage taking Effect, Death of Husband and his Will, his Wife Executrix, and proving the same intitled, &c.

Pre-

As to F.'s
claiming
Title and
bringing
Ejectments,
&c.

As to a special
Verdict there-
on now un-
determined.
As to unque-
stionable Title
of the Vis-
countess, &c.

As to prevent-
ing Losses of
Rent by pre-
sent Tenants,
and the pre-
sent Agree-
ment between
Parties touch-
ing the same
being received
by a Receiver.

Consideration.

A Receiver
appointed
to receive Ar-
rears and
growing
Rents.

To let and set.

Salary.

Deliver Ac-
counts.

To appoint
Deputies.

Except, &c.

Premises so devised to her as aforesaid, and to all the Rents and Profits thereof, from the Decease of the said J. Lord Viscount L. for and during the Term of her natural Life, but also to all and every the Arrears of Rent which remained due and owing from the same Premises, from the respective Tenants thereof, to and at the Time of the Decease of the said Lord Viscount L. as by the said Will and Probate thereof, Relation, &c. **And whereas** the said G. F. claiming to be intitled to the said Manors and Premises in the said recited Deeds and Will mentioned, by Virtue of the last Will and Testament of G. late Lord Viscount L. deceased, (Father of the said J. Lord Viscount L.) did as of *Michaelmas* Term, which was in the Year of our Lord 1726, bring his Ejectments in his Majesty's Court of Exchequer in *Ireland*, by A. M. Esq; his feigned Lessee, against the said M. Lady Viscountess Dowager of L. and the several Tenants in Possession of and for Recovery of all the said Manors and Premises, and the said M. Lady Viscountess Dowager of L. having appeared and made Defence to the said Ejectments, the same came to be tried in the said Court of Exchequer before the Barons of the same Court in *Michaelmas* Term, which was in the Year — whereupon a special Verdict was found by the Jury that tried the said Ejectments, which special Verdict is still depending and undetermined in the said Court: **And whereas** the said Jointure or Rent-Charge of 320 l. a Year of her the said M. Lady Viscountess Dowager of L. and also the Arrears of Rent that were due out of the same to the said J. Lord Viscount L. to and at the Time of his Death, were and are unquestionable and out of Dispute; the only Question upon the said Trial was and is, in whom the Right of the said Manors and Premises, subject to the said yearly Rent-charges and Arrears of Rent to the said M. Lady &c. was and is: **And whereas** for preventing Losses that may happen to be sustained by the Failing or Insolvency of any of the Tenants in Possession of the said Lands and Premises in Question, and in Regard the same Lands and Premises lie in several Counties, and at a great Distance and asunder from each other in the said Kingdom of *Ireland*; it is apprehended much for the Benefit and Conveniency of both the said contending Parties, that a Receiver or Collector of the Rents and Profits of the same Estates, should be appointed to collect and receive the same from the several Tenants of the same Estates and Premises, and to let and set the same at the best and utmost yearly Rent or Rents, in such Manner as herein after mentioned and agreed upon; to the End that the said M. Lady, &c. may have and receive thereout from such Receiver in the first Place, not only the future Payment of the said Rent-Charge or Annuity of 320 l. a Year, and Arrears thereof, and (after Payment of the said Rent-Charge and Arrears to the said M. Lady, &c. as aforesaid,) by such Receiver or Collector, from Time to Time, by the mutual Consent and Approbation of the said M. Lady, &c. and G. F. the Remainder of the said Arrears and Rents to be received, are to be paid into the Bank of *England*, in the Joint Names of the said M. Lady, &c. and G. F. or lodged in the Hands of such Person or Persons as they shall direct and appoint, for the Use and Benefit of such of them, as in the Event of the said Suit shall appear to be intitled thereto; **And** for that and other Purposes, it has been agreed and concluded by and between the said Parties to these Presents, in the Manner herein after mentioned: **Now this Indenture witnesseth**, that in Pursuance of the said Agreements, and to and for the Reasons, Ends and Intents, herein before and herein after mentioned and declared, **It is hereby mutually covenanted, declared**, concluded and agreed upon, by and between the Parties to these Presents, for themselves, their Heirs, Executors and Administrators respectively in Manner and Form following, *viz.* **That** the said M. Lady, &c. and the said G. F. do by these Presents consent and agree, and do hereby nominate, impower and appoint H. H. of *Dublin* in the Kingdom of *Ireland*, Esq; to collect and receive all such Arrears of Rent as were due and payable, by and out of all and singular Manors, Lands and Premises in Question, of and from the several Tenants thereof, to and at the Time of the Death of the said J. Lord Viscount L. and also all the Arrears of Rent of the said Premises, which have accrued due and payable since his Decease, and all the future growing Rents thereof; **And also** to let and set the same Lands and Premises from Time to Time, at the best accustomed yearly Rent that can be gotten for the same; **And that** the said H. H. shall have such yearly Salary or Allowance for Collecting and Receiving the said Rents and Arrears thereof, and shall give his own Personal Security for his faithful Behaviour in such Receivership, as the said M. Lady, &c. and G. F. shall from Time to Time mutually think fit and approve of; **And also** that the said H. H. shall from Time to Time, and at the End of every Half-Year, during the Time of his Receivership, give and deliver unto the said M. Lady, &c. and G. F. respectively, a true, perfect and just Account or Accounts in Writing, of all such Sum and Sums of Money, as he shall have received and paid, upon Account or in Respect of the said Estates and Premises. **And** it is further mutually agreed by and between the said M. Lady, &c. and G. F. that it shall and may be lawful to and for the said H. H. (if he shall think fit, proper or convenient) to depute and impower any other Person or Persons (except as herein after is excepted) in his Stead and Place, to be his Deputy

Deputy or Deputies, Attorney or Attornies, under him for the Purposes aforesaid, so as the said *H. H.* from Time to Time do answer and account for what such Deputy or Deputies, Attorney or Attornies, shall do or cause to be done in or about the Premises, by Virtue of and under such his Deputation or Deputations so to be by him made and given as aforesaid: **Provided** always, and the true Intent and Meaning of these Presents, and of the Parties to the same, is, and is hereby agreed and declared, that the said *H. H.* shall not at any Time or Times hereafter depute or empower — and — or either of them, as his Deputy or Deputies, Attorney or Attornies, to collect and receive the Rents, Issues and Profits of all or any Parts of the Premises in Question, nor that the said *H. H.* permit or suffer the said *H. M.* or either of them, to be any ways employed or intermeddle in the Management or Receivership of all or any Part of the Premises in Question. **And** it is hereby further mutually covenanted, concluded, agreed and declared upon, by and between the said Parties to these Presents, that it shall and may be lawful to and for the said *H. H.* to collect and receive the Rents and Profits of the said respective Estates and Premises, and the Arrears thereof as aforesaid (all Charges, Payments, Allowances and Disbursements to be *bona fide* made by the said *H. H.* for and on Account of the said Estates and Premises being thereout first allowed and deducted,) to pay or cause to be paid unto the said *M. &c.* her Order or Assigns, by and out of the first Monies which the said *H. H.* shall receive or collect, by and out of the Rents and Profits of the said Estates and Premises, and the Arrears thereof, the Sum of 100*l.* of, &c. and which the said Lady Viscountess doth hereby agree to accept and take in Lieu of and Satisfaction for all her Demands, for or in Respect of the Arrears of Rent of all the Premises in Question, that were at the Time of the Decease of the said *J. Lord Viscount D.* due and payable; and in the next Place pay, or cause to be paid unto the said *M. Lady, &c.* her Order or Assigns, all such Arrears of her said Annuity or yearly Rent-Charge of 320*l.* as have accrued or become due and payable to her, by Virtue of and under the said Marriage Settlement as aforesaid, since the Decease of the said *J. Lord, &c.* and all the future growing Payments of the same Annuity or Rent-Charge, in the same Manner, and at such Time or Times, as the same are limited and appointed to be paid to her by the said Marriage Settlement; and from and after such Payments so made to the said *M. Lady, &c.* her Order or Assigns, of the said Sum of 100*l.* and the said Annuity and Arrears thereof as aforesaid, to pay or cause to be paid, as well all Arrears of the Rents and Profits of the said Estates and Premises in Question, that became due and payable from the Tenants thereof, before the Death of the said *J. Lord, &c.* as those that accrued due since his Decease, (except those Arrears as were or are due to the said *M. Lady, &c.* as Executrix of her said late Husband from the above named — and — and all such Arrears, for which any of the Tenants of the said Estates and Premises have given Notes or Bonds for their respective Rents, or that are due from any of the Tenants that have quitted or gone off their respective Farms before *May 1724.* which is hereby mutually agreed the said Lady *L.* shall or may be at Liberty to recover, as she shall be advised, to and for her own proper Use and Benefit but the said Lady *L.* is not to distrain or prosecute any Distress against any of the said Parties) and the said Rents and Profits of the said Estate and Premises in Question, so to be received and collected by the said *H. H.* his Deputy or Deputies (over and above the said Sum of 100*l.* and the Arrears and growing Payments of the said Annuity or yearly Rent-Charge of 320*l.* to the said *M. &c.* as aforesaid) into the Bank of *England*, in the Joint Names of the said *M. &c.* and *G. F.* or lodged in the Hands of such Person or Persons, as they the said *M. &c.* and *G. F.* shall from Time to Time mutually direct and appoint, for the Use and Benefit of such of them, as in the Event of the said Suit shall appear to be intitled thereunto; and further, that the Charge of the Remittance or Return of such Residue or Surplus Money into the Bank, or into such Hand or Hands as shall be agreed upon as aforesaid (in case any such Charge shall happen) shall from Time to Time be deducted thereout, and answered by such of the said Parties, as in the Event of the said Suit shall be intitled to such Residuum or Surplus Money. **And** it is hereby further mutually covenanted and agreed by and between the said Parties to these Presents, that in case the said *H. H.* or his Deputy or Deputies, Attorney or Attornies, shall find it necessary to sue or prosecute any of the Tenants of the said Estates and Premises, or their respective Representatives, for the Recovery of their respective Rents, or the Arrears thereof, or to make any Distress or Distresses for or in Respect thereof, and of such Rents, or the Arrears grown due since the Death of the said *J. Lord L.* then and in such Case, they the said *M. Lady, &c.* and *G. H.* or either of them, shall in no wise interpose or interrupt such Suit or Suits, Distresses or Distresses, to the Prejudice of each other; but shall and will from Time to Time make and execute all such Act or Acts, Thing or Things, as shall be necessary and requisite for the Recovery of such Rent or Rents, and the Arrears thereof, in Manner as aforesaid, from such Tenant or Tenants, or their respective Representatives, for the Intents and Purposes aforesaid; and that the said *M. Lady, &c.* (at the Request of the said *G. F.* if he shall think it necessary) shall and will, as soon as conveniently she can, deposit or lodge in the

Further
Powers and
Directions.

Declarations
that present
Indenture
shall not pre-
judice either
Party, as to
their Right in
the Suit de-
pending.

Hand or Hands of the said *H. H.* all such Counterparts of Leases relating to the said Estate and Premises in Question, which the said *M. Lady, &c.* or any other Person or Persons in Trust for her, now have or can come by both in *England and Ireland*, to the End, Intent and Purpose, that she and the said *G. F.* or such Receiver or Receivers so to be nominated and appointed as aforesaid, or such other Person or Persons, as the said *M. Lady, &c.* and *G. F.* respectively shall think proper, may have free Liberty and Recourse to peruse and inspect, and make Use of such Counterparts of Leases so to be deposited or lodged as aforesaid, as Occasion may require; **And** it is hereby expressly covenanted, agreed and declared by and between the said Parties to these Presents, that these Presents, or any Thing herein contained, shall not in any Sort or Manner whatsoever impeach, lessen or prejudice, or shall extend to be construed to impeach, lessen or prejudice the Right, Title or Interest of either of the said Parties to the Lands and Premises, for which the said Ejectments were bought as aforesaid, or to the Rents to be received thereof as aforesaid, or any Part thereof, or shall give either of the said Parties any Advantage over the other of them, in Respect of the Right or Title by them, or either of them now claimed to the same Lands and Premises, but their several and respective Profits, Claims and Pretences as to the same shall be and remain, and is hereby declared to be and remain in the Plight and Condition as the same were before the Making and Executing of this present Agreement; their true Intent and Meaning being only to secure the Surplus of the said Rents and Arrears of such of the said Parties, as in the Event of the said Suit between them in the said Ejectments shall appear to have Right thereto, and to prevent any Loss of the said Rents and Arrears thereof by the Failing and Insolvency of the said several Tenants of the said Lands and Premises, or any of them. **In Witness, &c.**

XXI. Several other particular Covenants.

To pay — 1. per Week, till — 1. in Consideration of one Person's leaving off his Trade to another.

To all, &c. *A. of, &c.* and *B. of, &c.* send Greeting. **Whereas** *C. of, &c.* hath, on the Day of the Date hereof, let unto the said *B.* a certain Warehouse in, *&c.* wherein the said *C.* did lately exercise and drive the Trade or Business of Buying and Selling, *&c.* and for the Consideration or Gratuity hereunder mentioned and agreed to be given him by the said *B.* at the Request of the said *B.* hath discontinued the said Trade therein, and left the same to the said *B.* to his own Benefit: **Now know ye**, that in Consideration of the said *C.*'s having so discontinued his said Trade and Business in the said Warehouse, and of the Benefit and Advantage which the said *B.* will have and receive thereby, the said *B.* for himself, his, *&c.* doth hereby covenant, *&c.* that he the said *B.* his, *&c.* shall and will well and truly pay, *&c.* unto the said *C.* his, *&c.* the Sum of — of lawful, *&c.* in Manner following, *viz.* The Sum of — thereof weekly and every Week, from the Date of these Presents, one Week next consequently following another on the — Day in every Week, while and until the said Sum of — *l.* shall be fully paid and satisfied; the first Payment thereof to begin and to be made on — Day, being the — Day of — next, and so to continue, without making Default of or in any of the said Payments, or any Part thereof. (*Penalty, A. and B. bound.*) **In Witness, &c.**

That Trustees (in whom an Estate in Ireland is vested to be sold, and the Money to be applied on certain Trusts) may appoint a Person to act on their Behalf.

AND (in Regard the said *T. Duke of N. J. Lord B. and W. S.* are resident in *England*, and cannot conveniently go into *Ireland*, to see the Trust reposed in them duly executed) he the said *D. K.* for himself, his Heirs, Executors and Administrators, doth covenant and agree to and with the said *T. Duke of N. J. Lord B. and W. S.* that he the said *D. K.* shall and will permit such Person or Persons, as shall be appointed and authorized by the said Duke alone, or by the said Duke, together with the said Lord *B.* and *W. S.* by any Writing, signed and sealed by the said Duke alone, or jointly with the said Lord *B.* and *W. S.* to enter into, view and survey the Inheritance of the said *M. K.* hereby agreed to be sold, and see the Money arising by such Sale put out and applied on the Trusts, and to the Intents and Purposes herein before mentioned and expressed.

To perform Covenants, &c. in a Writing.

TDall, &c. B. &c. sends Greeting. **W**hereas by a Writing, &c. made, &c. Reciting therein, &c. it is thereby declared, that altho' the said Contract is so made in the Name only of the said C. yet the same was upon the Joint Account of the said C. and J. and that they are equally concerned therein, and in the — contracted to be sold and delivered, and all Profit and Loss thereby as therein is mentioned, as by the said recited Writing amongst several Covenants and Agreements therein contained, Relation, &c. **N**ow therefore know ye, that the said B. for himself, his, &c. doth hereby covenant, &c. to and with the said C. his, &c. that all and every the several Covenants, Articles, Payments, Agreements, Matters and Things in the said recited Writing mentioned and contained, by and on the Part and Behalf of the said J. to be observed, paid and performed, shall be fully observed, paid and performed by the said J. or him the said B. their, &c. or some of them, in all Respects, according to the true Intent and Meaning of the said recited Writing. **I**n Witness, &c.

A Deed of Covenant between a Raker and a Scavenger, about cleaning the Streets.

THIS Indenture, &c. **B**etween A. of, &c. and B. and C. of the same Place, (Scavengers of and for the said Precinct of St. K.) of the other Part, **W**itneseth, that the said A. (for and in Consideration of the Sum of 65*l.* of, &c. to be paid to him the said B. in such Manner and Form as herein after is expressed, and also of the Sum of 5*s.* of, &c. to him now paid by the said B. and C. the Receipt, &c.) **H**ath covenanted, promised and agreed, and by these Presents, **D**oth for himself, his Executors and Administrators, covenant, promise and agree to and with the said B. and C. their Executors and Administrators, and to and with each and every of them by these Presents, in Manner following, *viz.* **T**hat he the said A. his Executors, Administrators and Assigns, or his or their Servants, shall and will at his and their own proper Costs and Charges cleanse and make clean, or cause to be cleansed and made clean in the said Precinct of St. K. the End of F. Church-yard, and all the Streets, Lanes, Alleys, and other Places whatsoever in the said Precinct, to the Satisfaction of the said B. and C. and their Successors, from the 25th Day of *March* last past before the Date hereof, three Times at least in every Week weekly, during the Term of one whole Year from thence next ensuing, and also oftener in every Week, at such other Times during the said Term, as the said B. and C. or their Successors, any or either of them shall require the same to be done, and also shall and will cleanse, or cause to be cleansed the dark Passage leading out of St. K.'s Court in St. K.'s Lane; **A**nd also shall and will, from Time to Time during the said Term, carry away and convey all and all Manner of Channel Dirt, Filth, Soil, Sea-Coal Ashes, Sweepings of Houses, Streets, Lanes, Alleys, and other Places of and within the said Precinct of St. K. unto some convenient Place; the same to be provided by the said A. his Executors, Administrators or Assigns, at his or their own proper Costs and Charges (Rubbish excepted); but such Rubbish under a Load is to be carried away as other Dirt or Soil as before is mentioned; **A**nd further, that in case the said A. his Executors, Administrators or Assigns, or his or their Servants, do not cleanse and make clean the said Streets, Lanes, Alleys, and other Places of and in the said Precinct of St. K. and carry away the Dirt and Soil thereof as aforesaid, having 24 Hours Notice in Writing from the said B. and C. or either of them, or their Successors, of any particular Place in the said Precinct wanting Cleansing, and the Dirt and Soil to be carried away; then and in such Case the said A. doth hereby for himself, his Executors and Administrators, covenant and agree to and with the said B. and C. their Executors and Administrators, that it shall and may be lawful to and for the said B. and C. or either of them, their or either of their Successors, from Time to Time to employ or hire any Person or Persons to cleanse and make clean the Streets, Lanes, Alleys, and other Places of and in the said Precinct of St. K. and to pay him and them what is reasonable for doing thereof, and to deduct and abate what they or either of them shall so pay for cleansing the same out of the said Sum of 65*l.* for every such Default or Neglect, after every Time of having such 24 Hours Notice given or left for him the said A. his Executors, Administrators or Assigns as aforesaid; **A**nd further, that he the said A. his Executors, Administrators and Assigns, shall and will from Time to Time, and at all Times during the said Term, clearly acquit, exonerate and discharge, save harmless and keep indemnified the said B. and C. their Executors and Administrators, and every of them respectively, and their Successors, in the said Place or Office of Scavengers, of and from all and all Manner of Actions, Suits, Judgments, Executions, Indictments, Presentments, Amerciaments, Fines, Costs, Damages and Expences whatsoever, which shall or may arise, happen, Indemnification.

pen, be brought, commenced or prosecuted against them, any or either of them, or which they, any or either of them shall or may sustain, incur, or be put unto during the said Term, for or by Reason of any Omission, Neglect or Default of him the said *A.* his Executors, Administrators or Assigns, their Labourers or Servants, any or either of them, in the Raking, Cleansing and Carrying away the Dirt, Soil and Ashes, of and belonging to the said Precinct of *St. K.* or any Part thereof, as the Law directs and requires the same to be done; and the said *B.* and *C.* for themselves, their Executors and Administrators, do covenant, promise and agree to and with the said *A.* his Executors, Administrators and Assigns by these Presents, that they the said *B.* and *C.* their Executors and Administrators, shall and will well and truly pay, or cause to be paid unto the said *A.* his Executors, Administrators or Assigns, the said Sum of 65*l.* of, *£c.* on the four most usual Feasts or Quarter-Days following, or within 14 Days next after every of the said Quarter-Days, *viz.* *Midsummer-Day, &c.* and *Lady-Day*, by four even and equal Proportions; the first of which Payments to begin and be made at *Midsummer-Day* now next, or within 14 Days then next following, the said Sum of 65*l.* to be paid without any Deduction for Taxes, or otherwise howsoever, (except only so much thereof, as they the said *B.* and *C.* or either of them, their or either of their Executors, Administrators or Successors, shall have advanced and paid for and towards Cleansing the said Precinct of *St. K.* occasioned by the Neglect or Default of the said *A.* his Executors, Administrators or Servants not having cleansed the same, after having had 24 Hours such Notice in Writing, given or left with him or them for that Purpose in Manner as aforesaid. *In Witness, &c.*

To keep another Person's Pavements in Repair in Consideration of Money in Hand, and more per Ann.

THIS Indenture, &c. Between *A. &c.* of the, *£c.* and *B. &c.* Witnesseth, that the said *A.* for the Consideration hereunder mentioned, for himself, his, *£c.* doth covenant, *£c.* that he the said *A.* his, *£c.* Workmen or Assigns, shall and will, at his and their own Charge, from Time, *£c.* for and during the Term of ——— Years, to be accounted from, *£c.* if the said *B.* shall so long continue in the Possession of, or have any Term in the House hereunder mentioned, well and sufficiently, in Workman-like Manner, as often as Occasion shall require, pave, amend and keep in Repair, with good Pebbles and Gravel, the Pavement belonging to, and as it now lies before the Shop of the Messuage or Tenement of the said *B.* situate, *£c.* (the Payment of the Foot-Way now paved with Free-Stone only excepted) and at the End of the said Term shall leave the same in good Repair; and also shall at all Times during the said Term acquit, release and discharge, or otherwise well and sufficiently save, defend, keep harmless and indemnified the said *B.* his, *£c.* of and from all Actions, Suits, Indictments, Troubles, Costs, Payments and Damages whatsoever, which may arise or happen unto him or them, for want of such Reparations and Amendments of the aforesaid Payments; **In Consideration** whereof the said *B.* hath, before the Sealing and Delivery of these Presents, paid to the said *A.* the Sum of, *£c.* and the said *B.* doth hereby for himself, his, *£c.* covenant, *£c.* to pay unto the said *A.* his, *£c.* the yearly Sum of, *£c.* during the said Term of ——— Years, by four quarterly Payments; the first Payment to be made, *£c.* and for the true Performance, *£c.* *In Witness, &c.*

To be accountable for Malt-Tickets lent.

TO all, *£c. A. &c.* Whereas *B.* of, *£c.* hath, on the Day of the Date hereof, at the Request of the said *A.* sent and delivered unto him the said *A.* the several Tickets following, *viz.* *£c.* the Receipt, *£c.* Now therefore these Presents witness, that the said *A.* doth hereby for himself, his, *£c.* covenant, *£c.* by these Presents, in Manner following; that he the said *A.* his, *£c.* shall and will on, *£c.* deliver, or cause to be delivered unto the said *B.* his, *£c.* to his and their own proper Use and Uses, all the before several recited Tickets, safe and uncanceled, and free from all Debts, Estates and Incumbrances, by him or them to be done or committed, or else shall and will then deliver unto him or them other Tickets of the said Lottery, of the like Sums, Quality and Value for the then Residue of the Terms aforesaid, with the Tickets now delivered to be registered according to the Act of Parliament; to the Performances, *£c.* *In Witness, &c.*

To go Shares in Lottery Tickets.

TD all, &c. *A. B.* and *C.* of, &c. send Greeting. **Whereas** Messrs. *D.* and *F.* (Merchants at *A.*) by Order of the said *A. B.* and *C.* have bought Tickets in the *Dutch Lottery*, the particular Numbers whereof are as follows; to wit, N^o ——— and the said Tickets are now in the Hands of the said Messrs. *D.* and *F.* for the Account of the said *A. B.* and *C.* for themselves, their, &c. respectively as followeth; (that is to say) That they the said Parties are and shall be interested in and intitled to the said ——— Tickets, and all Sum and Sums of Money, Benefit, Profit and Advantage whatsoever, which shall or may happen, arise, or become payable, by, upon, or in Respect thereof, or of any of them, as followeth, (that is to say), The said *A.* is interested in, and hath and shall have Right and Title to four full and equal fifth Parts thereof, (the Whole into five equal Parts being divided) and the said *B.* and *C.* are jointly interested in, and shall have Right and Title to the remaining fifth Part thereof; and that they the said Parties shall and may have and receive their respective shares thereof as aforesaid, without any Let or Interruption of or by the other or others of them, and without any Benefit of Survivorship to be had or taken by either or any of them, of, in or to the Part and Share belonging to the other or others of them, of and in the said Tickets. **In Witness, &c.**

Between Druggists, to be equally concerned in Goods to be bought abroad.

Whereas, *A.* &c. by and with the Order and Consent of *B.* and *C.* Partners, *D.* and *E.* Partners, &c. testified, &c. and for the Account and Risk of all of them the said Partners, as hereunder is mentioned, hath sent Orders to Messieurs *F.* and *G.* Merchants at *L.* an others elsewhere beyond Sea, for the Buying of several Drugs and other Goods and Merchandizes, and to ship and consign the same to or for the said *A.* at *L.* Now it his hereby mutually declared, covenanted, &c. by and between all of them the said *A. B. C. D.* and *E.* Parties to these Presents, for themselves, their, &c. respectively, as followeth, (that is to say), that they the said Parties respectively are, and shall and will be concerned in and for the respective Parts, as well as of all such Drugs, and other Goods and Merchandizes which the said *A.* hath already given, or at any Time or Times hereafter, by the Order or with the Consent of them the said *B.* and *C.* Partners, or either of them, and the said *D.* and *E.* Partners, or either of them, in Writing under their Hands in that Behalf, shall give Order or Orders to the said Messieurs *F.* and *G.* or any other Person or Persons beyond Sea, to buy, and which shall be so bought by them, or any of them, and sent and consigned to the said *A.* at *London*, according to their Parts therein as followeth, viz. The said *A.* is, and shall and will be concerned in ——— Part thereof, the said *B.* &c. [and so of the Rest]. **And** that they the said Parties, their executors, Administrators and Partners respectively, shall and will pay their respective ——— Parts of the prime Costs, Commission and Custom, and all Charges for and on Account of the said Goods; and will likewise bear the Risk and all Damages by or in Respect of their said Parts thereof; and upon Arrival of any of the said Goods at *London*, they the said Parties, their Executors, &c. shall and will divide the same into ——— equal Parts or Shares, and take and receive their said respective Parts thereof; and that no Benefit or Advantage of Survivorship shall be had or taken by or between the said Parties, in Case of the Decease of any of them in the mean Time. **In Witness, &c.**

Declarations of (a) Uses and Trusts.

A Declaration of Trust of Purchase Money.

TD all People to whom these Presents shall come, I. *A. B.* of (as described in the Purchase Deed) send Greeting. **Whereas** by Indentures of, &c. bearing Date, &c. and made between *C. D.* of (as described in the Deed) of the one Part, and me the said *A. B.* of the other Part; **He** the said *C. D.* for and in Consideration of (as 'tis) therein mentioned to be paid to him, by me the said *A. B.* hath Granted, or **Did Grant**, &c. **All** that, &c. **To hold** the same unto me the said *A. B.* my ——— for ——— which said Premises

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(a) For a great Variety of Limitations of Uses and Trusts, see that Title and the Title *Uses*, which are often necessary in Declarations.

misses were heretofore the Estate of, or in the Possession of (*the Deed must lead to this Recital*): **Now know ye**, that I the said *A. B.* do hereby acknowledge, testify and declare, that the said Sum of — above-mentioned to be paid unto the said *C. D.* by me the said *A. B.* as aforesaid, was and is the proper Money of *E. F.* of — and that the Name of me the said *A. B.* in the said Indenture of — is used only in Trust for him the said *E. F.* his — and that I, my — shall at any Time or Times hereafter, upon the Request, and at the proper Costs and Charges of the said *E. F.* his — transfer, convey and assure unto the said *E. F.* his — the said — hold Premises, so bargained and sold unto me the said *A. B.* as aforesaid, together with all my Estate, Right, Title and Interest thereunto, in such Manner as by him the said *E. F.* his — or his or their Counsel learned in the Law, shall be reasonably devised or required. **In Witness** whereof, I the said *A. B.* have hereunto set my Hand and Seal this — Day of — in the 20th Year of the Reign, &c.

Another on a Mortgage, with a Surrender of the Mortgage Term.

Whereas in and by one Indenture of Demise, or Bargain and Sale, bearing Date, &c. made or mentioned to be made, between *A. B.* of, &c. of the one Part, and *C. D.* of, &c. of the other Part, **Ye** the said *A. B.* for the Considerations therein mentioned, **Did** demise, grant, bargain and sell, unto the said *C. D.* his Executors, Administrators and Assigns, **All** those, &c. **To hold** unto the said *C. D.* his Executors, Administrators and Assigns, for the Term of — Years from thenceforth next ensuing; in which said Indenture was contained a Proviso or Condition to make the same defeasible and void, on Payment by the said *A. B.* to the said *C. D.* of the Sum of, &c. of lawful Money of *Great Britain*, with lawful Interest for the same, at a certain Day therein particularly mentioned, as in and by the said Indenture of Demise or Mortgage, Relation being thereunto had, may more fully and at large appear: **Now know all Men by these Presents**, that I the said *C. D.* do hereby signify and declare, that the said Sum of, &c. so secured to be paid and payable out of the said mortgaged Premises, as aforesaid, are the proper Monies of *E. F.* of, &c. and that the Name of me the said *C. D.* was only used in Trust for the Benefit and Behoof of the said *E. F.* his Executors, Administrators and Assigns, in the above in Part recited Indenture of Demise or Mortgage, and therefore in Discharge of the said Trust in me reposed, as aforesaid, I the said *C. D.* have at the Request of the said *E. F.* surrendered, assigned and set over, and by these Presents do grant, bargain, sell, assign and set over unto the said *E. F.* his Executors, Administrators and Assigns, all the Estate, Rights Title, Interest, Use, Trust, Benefit, Claim and Demand whatsoever, which I the said *C. D.* have, or may have or claim of, in or to the said Messuages, &c. and other the Premises, in and by the said in Part recited Indenture of demise or Mortgage, granted to me as aforesaid, or of or in any Matter or Thing in the said Indenture mentioned and contained; so that neither I the said *C. D.* my Executors, Administrators or Assigns, or any of us, at any Time hereafter, shall or will ask demand, Claim, or challenge, any Interest, Benefit, Trust or Privilege in any Respect or Manner whatsoever, in or to the said above surrendered and assigned Premises, or any Part thereof, by Reason, Colour or Means of the said in Part recited Indenture of Demise or Mortgage, or any Covenant, Proviso, Matter or Thing therein contained, or otherwise howsoever; but thereof and therefrom, and of and from all Actions, Suits and Demands whatsoever, which I, my Executors, Administrators or Assigns, or any of us, may have concerning the same, shall be wholly and intirely debarred. **In Witness**, &c.

A Declaration of a Trust on a Mortgaged Term, without Surrender.

Whereas in and by one Indenture of Demise or Mortgage, bearing Date, &c. and made or mentioned to be made between *A. B.* of, &c. of the one Part, and *C. D.* of, &c. of the other Part, the said *A. B.* for and in Consideration of 1000 *l.* of lawful Money, &c. therein mentioned to be paid by the said *C. D.* to the said *A. B.* did demise, &c. [*Here go on and recite the Mortgage as in the last Surrender.*] **To hold** for a long Term of Years, defeasible on Repayment by the said *A. B.* to the said *C. D.* of the said 1000 *l.* with Interest, on certain Days therein mentioned, as in and by the said Indenture may more fully appear: **Now know all Men by these Presents**, that I the said *C. D.* do hereby signify and declare that 300 *l.* Part of the said 1000 *l.* are the proper Monies of *E. F.* of, &c. and 200 *l.* more, other Part of the said Principal Sum, are the proper Monies of *G. H.* of, &c. And therefore the said *C. D.* doth hereby declare, grant and agree, that he the said *C. D.* his Executors and Administrators, shall and will from henceforth stand possessed of, and interested in the said Mortgage and mortgaged Premises, and every Part thereof, in Trust, as well for securing the Payment of the said Sum of 300 *l.* and Interest to the said *E. F.* his Executors, Administrators and Assigns, and the said Sum of 200 *l.*

200*l.* and Interest to the said *G. H.* his Executors, Administrators and Assigns, as for securing the Repayment of the other 500*l.* and Interest to him the said *C. D.* his Executors, Administrators and Assigns, **And** that neither he the said *C. D.* his Executors nor Administrators, shall or will assign, or in any wise vacate the said Mortgage, or release the Monies thereby secured, until the said *E. F.* shall be fully paid and satisfied the said 300*l.* and Interest, and the said *G. H.* shall also be fully paid and satisfied his 200*l.* and Interest. **In Witness,** &c.

A Declaration of Trust by Way of Assignment.

THIS Indenture made, &c. Between *A. B.* of, &c. of the one Part, and *C. D.* of the other Part: **Whereas** in and by one Indenture, &c. [*Here recite the Mortgage Lease, as in the foregoing.*] **Now this Indenture witnesseth,** that the said *A. B.* doth hereby acknowledge and declare, that the Sum of, &c. in the said in Part recited Indenture of Mortgage mentioned, was all the proper Money of the said *C. D.* and not any Part thereof the Money of the said *A. B.* and that the Name of him the said *A. B.* was used therein, only in Trust for the said *C. D.* his Executors Administrators and Assigns: And therefore the said *A. B.* in pursuance of the Trust reposed in him, as aforesaid, by the said *C. D.* and also for and in Consideration of the Sum of five Shillings to him in Hand paid by the said *C. D.* at or before the Sealing and Delivery of these Presents, the Receipt whereof is hereby acknowledged, hath granted, bargained, sold, assigned, transferred and set over, and by these Presents doth grant, bargain, sell, assign, transfer and set over unto the said *C. D.* his Executors, Administrators and Assigns, all and singular the said Messuages, &c. and Premises before mentioned, in and by the said in Part recited Indenture of Mortgage granted, with their and every of their Appurtenances; and also all the Estate, Right, Title, Interest, Term of Years, Property, Claim and Demand whatsoever of him the said *A. B.* of, in or to the said Premises, and every Part and Parcel thereof, together with the said in Part recited Indenture of Demise or Mortgage; **To have and to hold** the said Messuage, &c. hereby granted and assigned, or mentioned or intended so to be, unto the said *C. D.* his Executors, Administrators and Assigns, for and during all such Term and Estate as he the said *A. B.* hath or ought to have therein. And the said *A. B.* for himself, his Heirs, Executors and Administrators, doth covenant and grant to and with the said *C. D.* his Executors, Administrators and Assigns, that he the said *A. B.* hath not made, committed, acted or done, or caused or procured to be made, committed, acted or done, any Act, Matter or thing, whereby, or by Reason or Means whereof the said Messuages, &c. and Premises, or any Part thereof, are, may, or can be charged or incumbered in Title, Charge, Estate or otherwise howsoever. **In Witness,** &c.

Of the Uses of a Fine, &c.

AND lastly, it is hereby agreed and declared by and between all and every the Parties to these Presents, and their true Intent and Meaning is, that as well the herein before mentioned Fine so levied by them the said *J. D.* and *M.* his Wife, to the said *J. B.* of all and singular the said Premises as aforesaid, the Use whereof is by the said Indenture of Release *Quadrupartite* declared to enure to the said *E. J.* her Heirs and Assigns, in Manner and subject as aforesaid; as also all and every other Fine and Fines, Common Recoveries, Conveyances and Assurances in the Law whatsoever already and heretofore had, made, levied, suffered and executed, or at any Time hereafter to be had, made, levied, suffered and executed, of the said hereby granted and released Messuages, Lands, Tenements, Hereditaments and Premises, or any Part thereof, (except, &c.) by and between the said Parties to these Presents, or any or either of them, or jointly with any others, or together with any other Messuages, Lands, Tenements, Hereditaments and Premises, as for and concerning the said hereby granted and released Messuages, Lands, Tenements, Hereditaments and Premises, shall be and enure, and shall be adjudged, construed, deemed and taken to be and enure, and by all the Parties to these Presents is and are hereby declared shall be and enure to and for the only proper Use and Behoof of the said *T. B.* his Heirs and Assigns for ever, and to and for no other Use, Trust, Intent or Purpose whatsoever or howsoever.

Another.

AND it is hereby agreed and declared by and between the said Parties to these Presents, that one or more Fine or Fines *sur Conuissance de droit come ceo*, &c. in and by the said Indenture of Release recited to have been levied (this present — Term) of the said — by the

the said *D. H.* and the said Lady *A.* his Wife, to the said *R. B.* and his Heirs, and all and every other, &c. of the said hereby bargained and sold — by and between, &c. (*as in the last Precedent*).

Another.

— **To** and for the only proper Use and Behoof of the said *M. W.* and *J. R.* their Heirs and Assigns; **In Trust** nevertheless for the said *M. W.* his Heirs and Assigns for ever, and to and for no other Use, Intent or Purpose whatsoever.

Another.

WHICH said Fine or Fines, so as aforesaid, or in any other Manner or at any other Time, and all and every other Fine and Fines, or other Conveyances and Assurances hereafter to be had, acknowledged, levied and executed of the said Premises, or any Part thereof, by or between the said Parties to these Presents, or any of them, and the full Force, Benefit and Execution thereof, from and after the Levying and Executing thereof, shall be and enure, and was and were at the respective Times of Levying thereof, and is and are hereby intended and declared to be and enure to the several Uses, upon the Trusts, Intents and Purposes, and under and subject to the same Powers, Provisoos, Conditions, Limitations and Agreements, as are herein before mentioned, expressed and declared of and concerning the same Premises.

A Deed to declare the Uses of a Fine levied.

Recitals of Deeds.

That the Release in the first Lease and Release was married, and no Fine levied by him and his Wife.

That for barring Dower and confirming the Interest of Trustees to Uses, a Fine was levied.

THIS Indenture, made, &c. Between *J. G.* of — and *A.* his Wife, of the one Part, and *D. T.* of — of the other Part. **Whereas**, &c. (*Recital of a Lease and Release of the Premises from T. H. to the said A. by the Name and Addition of A. C. of, &c. and a Marriage Settlement by Lease and Release from the said A. C. to D. T. and J. N. to such and such Uses*): **And whereas** at the Time of the Execution of the said herein before first recited Indentures of Lease and Release, the said *T. H.* was married to *E.* his now Wife, but no Fine was then levied of the said Premises by the said *T. H.* and *E.* his Wife, by Reason whereof it is apprehended the said *E.* Wife of the said *T. H.* may have some Claim or Pretence to Dower out of the said Premises: **And whereas** for the Barring the said *E. H.* from any Right or Title of Dower out of the said Premises, and for the better Corroborating and Confirming the Estate and Interest of the said *D. T.* and *J. N.* in and to the said Premises, to the Uses in the said last herein before recited Indenture of Release mentioned, the said *T. H.* and *E.* his Wife, as of — Term now last past, levied in due Form of Law, before his Majesty's Justices of the Court of Common Pleas at *Westminster*, one Fine *sur Conuſance de droit come ceo*, &c. with Proclamations, according to the Statute in that Behalf made and provided, unto the said *D. T.* and *J. N.* of all and singular the said Messuages, or Tenements and Premises; which said Fine was so levied of the said Premises by the Name or Names, Description or Descriptions of one Messuage, &c. (*exactly as in the Fine*), as in and by the said Fine, Relation, &c. **Now this Indenture witnesseth**, and all the said Parties to these Presents do hereby declare and agree, that the Intent and true Meaning of all the said Parties to these Presents at the Time of the Levying the said Fine was and still is, that the said Fine, so levied as aforesaid, and all and every Fine and Fines which shall at any Time or Times hereafter be had or levied by or between the said Parties to these Presents, or any of them, or by or between any other Parties of the said Premises, or of any Part or Parcel thereof, by what Name or Names soever they are called, or shall be called in the said Fine or Fines, shall be and enure, and shall be construed, deemed and expounded to be and enure, **To the only Use** and Behoof of the said *D. T.* and *J. N.* their Heirs and Assigns for ever; **In Trust nevertheless**, and to and for the Use and Behoof the said *J. G.* and *A.* his Wife, for and during the Term of their natural Lives and the Life of the longer Liver of them, &c. and to and for no other Use, Intent or Purpose whatsoever. **In Witness**, &c.

Of the Uses of a new Fine levied by the Conuſor and Conuſee of a former Fine, the Conuſee in such former Fine being misnamed.

THIS Indenture Tripartite, made, &c. Between *W. N.* of — of the first Part, *J. Clough* of — of the second Part, and the Right Honourable *C.* Earl of *O.* &c. Executors and Trustees named in the last Will and Testament of, &c. deceased, of the third Part. **Whereas** the said *W. N.* hath in *Trinity* Term last past, before the Date hereof,

together with the said *J. Clough* and one *J. A.* joined in the Levying of a Fine to the said *C. Earl of O. &c.* and their Heirs, among other Lands, of all that Messuage, &c. all which, &c. **And whereas** the said Fine so levied by the said *W. N.* and *J. C.* as aforesaid, was levied in order to rectify a Mistake committed in a former Fine of the said Premises levied by the said *W. N.* amongst others, in which said Fine the said *J. Clough* by Error is named *J. Cliff*: **And whereas** the said *C. Earl of O. &c.* have purchased of the said *J. Clough* the said Messuage, &c. for the Sum of, &c. **Now this Indenture witnesseth**, and it is hereby declared, covenanted, concluded and agreed by and between the said Parties to these Presents, and the said *J. C.* and *W. N.* for themselves and their Heirs, do declare and agree, that the said Fine herein before mentioned to be levied by the said *W. N.* and *J. Clough* to the said *C. Earl of O. &c.* and their Heirs as aforesaid, and all and every other Fine and Fines whatsoever heretofore had and levied, or hereafter to be had and levied of the said Premises, by and between the said Parties to these Presents, shall be and enure, and shall be adjudged, deemed and taken to be and enure, to the only proper Use and Behoof of the *C. Earl of O. &c.* their Heirs and Assigns for ever, and to and for no other Use, Intent or Purpose whatsoever, or otherwise howsoever. **In Witness, &c.**

Note; In this Case W. N. sold his Estate to Clough, who by a Mistake in the Fine is called Cliff; Clough now sells his Estate to C. Earl of O. and procures W. N. to join with him in a new Fine and this Declaration of the Uses.

Of the Uses of a Recovery.

AND it is hereby declared by and between all the said Parties to these Presents, that the said Recovery in Manner as aforesaid, or in any other Manner to be had and suffered, and that the Force and Execution thereof, and all and every other Recovery or Recoveries, and other Assurances of the Premises, and every or any Part or Parts thereof had and suffered, or to be had and suffered between the Parties to these Presents, or any of them, shall from and after the Perfecting such Recovery as aforesaid be and enure, and shall be adjudged, deemed and taken to be and enure, and the same are hereby declared and agreed to be and enure, and to have been meant and intended to be and enure to the Uses, Intents and Purposes herein after mentioned and declared, and to and for no other Use or Uses, Intents and Purposes whatsoever, that is to say, **As** to, for and concerning all the said Messuage, &c. **To the Use** of the said *J. A.* his Heirs and Assigns for ever; **And as** to, for and concerning the said — **To such Use** and Uses as the said *S. R.* his Heirs and Assigns, by any Deed or Deeds to be by him executed in the Presence of two or more credible Persons, shall direct, limit or appoint; **And as** to, for and concerning all the Rest and Residue of the said Manor, &c. herein before granted, released and confirmed, or mentioned, &c. so to be, with their and every of their Appurtenances, whereof no Use subsequent to the said intended Recovery is herein before mentioned, intended or declared, **To the Use** of the said *S. R.* and *S. S.* their Heirs and Assigns for ever; **In Trust nevertheless** (as to the Estate of the said *S. S.* and his Heirs) for the said *S. R.* his Heirs and Assigns.

Of the Uses of two Common Recoveries, upon Trust to secure the Payment of a Rent-Charge.

— The said two Common Recoveries suffered of the said Lands in — is hereby declared to be and enure **To the Use** of the said *G. H.* and *W. P. W.* their Executors, Administrators and Assigns, for and during the Term of 99 Years, to commence from henceforth and fully to be compleat and ended, without Impeachment of or for any Manner of Waste; **Nevertheless** upon the Trusts, and subject to the Provisoes herein after mentioned, expressed and declared touching and concerning the same, that is to say, **Upon Trust** for further and better securing the Payment of the said yearly Sum of 80*l.* clear of all Taxes, &c. as aforesaid, during so long Time of the said Term of 99 Years as she the said *E. H.* shall live; and for that End and Purpose, in Case the said yearly Sum of 50*l.* or any Part thereof, shall be behind and unpaid for the Space of 41 Days next after any of the said Feasts or Days whereon the same ought to be paid as aforesaid, although no Demand be thereof made, then and so often they the said *G. H.* and *W. P. W.* and the Survivor of them, and Executor, &c. of such Survivor, shall and may from Time to Time, and at all Times, enter into and upon all or any Part or Parts of the same Hereditaments and Premises comprised in the same Term, and receive and take the Rents, Issues and Profits thereof, and thereby raise, satisfy and pay to her the said *E. H.* and her Assigns, all or so much of the said yearly Sum of 80*l.*

Declarations of Uses and Trusts.

as shall be so behind and unpaid either before or after such Entry, together with all Costs, Charges, Damages and Expences concerning the same.

Of Trust of a Conveyance by Indentures, &c. and Fine of a Freehold Estate, and Surrender, &c. of a Copyhold Estate, and a Declaration of the Uses of the Surrender.

T**O** all to whom, &c. **We** *W. H.* only Son and Heir of *J. H.* late of — deceased, *C. F.* of — Widow, and *A. H.* of — Spinster, the only Daughters and Coheirs of *N. H.* late of — deceased, send Greeting. **Whereas** *D. L.* late of — and now of — and *F.* his late Wife, deceased, by their Indentures bearing Date, &c. and made between them the said *D. L.* and *F.* his Wife, of the one Part, and the said *J. H.* and *N. H.* of the other Part; and by Fine levied thereupon in the Court of Common Pleas at *Westminster* in or about — Term in the same Year, did convey to the said *J. H.* and *N. H.* the several Freehold Messuages, or Tenements and Land, situate, &c. and in the said Indenture mentioned, to the Use of the said *N. H.* and *J. H.* their Heirs and Assigns for ever; and did also on or about the — Day of — surrender into the Hands of the Lord of the Manor of — divers Copyhold Messuages, &c. in the said Surrender particularly mentioned, to the Use and Behoof of *V. R.* of — and *M. W.* of — and of their Heirs and Assigns for ever, subject to a Proviso or Condition therein expressed; and the said *V. R.* and *M. W.* by their Deed or Writing by them executed, and bearing Date, &c. did declare the said Surrender was only in Trust for the said *J. H.* and *W. H.* their Heirs and Assigns: **And whereas** the said *V. R.* *M. W.* *J. H.* and *N. H.* and *F.* his Wife, are all since dead; and we the said *W. H.* *C. F.* and *A. H.* are fully satisfied that the said Conveyance of the said Freehold Premises by the said Indentures and Fine, and the said Surrender, and the said Deed or Writing of Declaration above mentioned, were so executed, levied and made as aforesaid, and were by the said *D. L.* and *F.* his Wife, *J. H.* and *N. H.* meant and intended to be only **In Trust** for the better Protecting and Defending the Estate, Right, Title and Interest of the said *D. L.* and *F.* his Wife, and of either of them, of, in and to the said Freehold and Copyhold Premises, or any of them, as Occasion might be; and that no Money or other Consideration was ever advanced or paid by the said *J. H.* and *N. H.* or either of them, for the said Conveyance and Fine of the said Freehold Premises and Surrender of the Copyhold Premises, notwithstanding any Thing therein expressed and contained: **Now know all Men**, that we the said *W. H.* *C. F.* and *A. H.* for and in Consideration of the Premises, hereby respectively for ourselves, and for our respective Heirs, Executors and Administrators, and every of them, acknowledge and declare, that the Names of the said *J. H.* and *N. H.* in the said Indentures and Fine, and in the said Deed or Writing of Declaration, were therein respectively used, and by the said *J. H.* and *N. H.* respectively were meant and intended, **In Trust** for the sole Use and Benefit of the said *D. L.* and of the said *F. L.* his Wife, now deceased, according to such Estates and Interest as they respectively had therein at the Time of Executing the said Conveyance, Fine, Surrender and Deed, or Writing of Declaration, immediately before the same were respectively executed and made; and that neither the Sum of — mentioned in the said Indentures and Surrender respectively, or any Part thereof, nor any other Sum of Money whatsoever, was ever paid, advanced or lent by the said *J. H.* and *N. H.* or either of them, to or for the said *D. L.* and *F.* his Wife, now deceased, or either of them, for the Consideration of the said Conveyance, Fine and Surrender, or either of them, upon any Security whatsoever of the said Freehold and Copyhold Premises, or any or either of them, or any Part of either of them; any Thing in the said Indentures, Fine, Surrender and Deed, or Writing of Declaration above mentioned, or any of them, in any wise notwithstanding. **In Witness**, &c.

A Declaration of Trust of a Bond touching Payment of the Interest thereof, to the separate Use of the Wife during the joint Lives of her and her Husband, and afterwards the Principal to go to the Survivor.

T**H****I****S** Indenture, &c. **Between** *A.* and *B.* his Wife, (Daughter of *R. B.* of, &c.) of the one Part, and *D.* of, &c. of the other Part. **Whereas**, pursuant to an Arbitration and an Award made by the said *D.* in a Matter in Difference between the said *A.* and *B.* his Wife, and *R. B.* Esq; (Son and Heir and sole Executor of *R. B.* who was Son and Heir of the said *R. B.* Father of the said *B.*) relating to some Money to the said *A.* in the Right of the said *B.* his Wife, upon a Bond entered into by the said *R. B.* her Father, the said *R. B.* by one Obligation bearing even Date with and executed before these Presents, is and standeth bound unto the said *D.* his Executors and Administrators, in the penal Sum of 1000*l.* Condition for the Payment of the Sum of 500*l.* and Interest for the same after the Rate of 5*l.* per Cent. per Ann. at or on the first Day of *July* next ensuing the Date hereof:

Now

Now this Indenture witnesseth, and it is hereby agreed and declared by and between all the Parties to these Presents, that the said Bond or Obligation so entered into by the said R. B. unto the said D. his Executors and Administrators as aforesaid, was and is **Upon this Special Trust** and Confidence, And the said A. doth hereby agree, that the Interest and Proceed of the said Sum of 500*l.* so long as it shall remain in the Hands of the said R. B. shall be had and received by the said B. his Wife, for her sole, separate and peculiar Use, Expence and Maintenance; And that when the said Sum of 500*l.* shall become due according to the Condition of the same Bond or Obligation, and be paid in by the said R. B. his Heirs, Executors or Administrators, unto the said D. his Executors or Administrators, the same, or such Part thereof as shall be paid in during the joint Lives of the said A. and B. his Wife, shall be placed out upon some other good Security or Securities, either Real or Personal, or otherwise be disposed of by and to the good Liking and Approbation of the said D. his Executors or Administrators, and with the Consent of the said A. and B. to be testified by some Writing to be signed by them, to the Intent and Purpose, **And upon Trust**, that all Interest, Profit and Proceed, that shall, during the joint Lives of the said A. and B. his Wife, be made of the said Sum of 500*l.* or any Part thereof, shall be had and received by the said B. during the joint Lives of her and her said Husband, for her separate and peculiar Use, Benefit, Expence and Maintenance, exclusive of her said Husband, and wherewith he is not to intermeddle, nor is the same, or any Part thereof, to be subject or liable to his Controul, Disposition, Debts or Incumbrance: **And upon this further Trust**, after the Decease of either of them the said A. and B. his Wife, that then the said D. his Executors or Administrators, shall pay to, or else assign all Securities for the said Sum of 500*l.* or of so much thereof as shall then remain, and all Interest, Proceed and Profit thereof, unto and for the sole Benefit and Advantage of the Survivor of them the said A. and B. his Wife, and to the Executors, Administrators or Assigns of such Survivor: **And** it is hereby further agreed and declared by and between all the said Parties, that the Receipts from Time to Time to be given by the said B. for any Sum or Sums of Money to be paid for such Interest, Proceed and Profits of the said 500*l.* as aforesaid, shall (notwithstanding her present Coverture, and as if she were a Feme Sole) be good and sufficient Discharges to all Intents and Purposes whatsoever, as well to the said B. his Executors and Administrators, as also to all other Persons who by Virtue hereof shall pay the same, against the said B. his Executors or Administrators, or any Person claiming by, from or under him, them, or any of them; **And also** that the said Principal Sum of 500*l.* or any Part thereof, (unless the said A. happen to survive the said B. his Wife) shall not in any Sort be subject or liable to the Controul, Disposition, Debts or Incumbrance of the said A. but in case he happen to survive or overlive her, then the same to be at his sole and absolute Disposal. **Provided always**, and it is hereby further mutually agreed and declared, by and between all the Parties hereunto, that it shall and may be lawful to and for the said D. his Executors and Administrators, in the first Place, by and out of the Interest and Proceed that shall be made of the said Sum of 500*l.* or some Part thereof, to reimburse him and themselves all such Costs, Charges, Expences and Damages, as he or they shall pay, sustain or be put unto in the Management or Execution of the Trusts hereby in him and them reposed; **And** that he and they, or any of them, shall not be answerable or accountable for any more Money, but only such as shall actually be received by him or them, or by his or their Order or Direction, nor the Loss of any of the said Trust Monies, that may happen by Reason of the Failure of any Security, upon which the said Sum of 500*l.* or any Part, shall be placed out, so as the same be done with such Consent as aforesaid.

Indemnification of the Trustee, &c.

*Declaration of Trust for 1000*l.* secured by a Bond and Judgment.*

TD all, &c. W. P. W. of, &c. sendeth Greeting. **Whereas** by one Obligation or Writing obligatory, bearing Date, &c. H. F. of, &c. became bound unto the said W. P. W. in the Penal Sum of 2000*l.* of, &c. with Condition under written, that if the said H. F. his, &c. do, &c. pay, &c. unto the said W. P. W. his, &c. the Sum of 1000*l.* of, &c. on the 13th Day of June then and now next ensuing, with Interest at 5*l.* per Cent. per Ann. then the said Obligation to be void, or else to remain in Force: **And whereas** for the better Securing the Payment of the said 1000*l.* and Interest, according to the true Meaning of the said Condition of the said Obligation, the said H. F. by his Warrant of Attorney, bearing Date with the said Obligation, did authorize Mr. E. L. Mr. J. A. and Mr. R. A. Attornies of, &c. or any, &c. to appear for him the said H. F. at the Suit of the said W. P. W. as of Hilary Term now last past, or any other subsequent Term or Terms, and confess a Judgment against him the said H. F. unto the said W. P. W. for the said Penalty of 2000*l.* Debt, besides Costs of Suit, as by the said Obligation and Condition and Warrant of Attorney may appear: **Now know ye**, that the said W. P. W. doth hereby acknowledge and declare, that the said Principal Sum of 1000*l.* (secured by the said Obligation and Warrant of Attorney) and every Part thereof,

thereof, was and is the proper Monies of *W. D.* of, &c. and no Part thereof the proper Monies of the said *W. P. W.* and that the Name of the said *W. P. W.* was made Use of in the Obligation and Warrant of Attorney, in Trust only and for the sole and only Benefit and Advantage of the said *W. D.* his Executors, Administrators and Assigns. *In Witness, &c.*

A short Declaration of Trust as to a Term of 99 Years, limited for Securing a Rent-Charge to a Feme Covert.

—And it is hereby agreed and declared by and between the Parties to these Presents, and the true Intent and Meaning of them and of these Presents is, that the said Term of 99 Years herein before limited in Use unto the said *A.* and *B.* their Executors, Administrators and Assigns, is and was so limited to them as aforesaid; **Upon this special Trust** and Confidence, in the first Place, for the better securing unto the said *C.* and her Assigns, the Payment of the said Annuity or yearly Rent-Charge of 350*l.* limited in Use to her for her Life as aforesaid, at the Times, and in such Manner, as is herein before mentioned for Payment thereof; **And upon this further Trust** and Confidence, that after the Decease of the said *C.* and Payment unto her, her Executors or Administrators, of the said yearly Rent or Sum of 350*l.* in Manner as aforesaid, and all Arrears thereof, and all Costs and Charges, the said *A.* and *B.* their Executors, Administrators or Assigns, or the said *C.* shall have been at or put unto, in or about Recovering and Receiving the same, then the said Term of 99 Years of and in the same Premises shall cease, determine, and be utterly void; and that in the mean Time the Overplus and Residue of the Rents, Issues and Profits of the same Premises, shall be had and received by such Person or Persons, to whom the next and immediate Reversion or Remainder of the same Premises, expectant upon the said Term of 99 Years, shall belong or appertain.

A Declaration of Trust upon a Bond, and on a Policy of Insurance for Life of the Obligor.

Whereas *A.* of, &c. together with *B.* of, &c. (as an additional or further Security for and on the Behalf of the said *A.*) by their Bond or Obligation, bearing Date on or about, &c. are and stand jointly and severally bound unto *C.* of, &c. in the Penal Sum of 200*l.* with Condition thereunder written, that if the said *A.* and *B.* or either of them, shall and do well and truly pay unto the said *C.* the Sum of 100*l.* of, &c. within, &c. in Manner, &c. then, &c. **And whereas** by a collateral Security for better Payment of the said Sum of 100*l.* unto the said *C.* in case the said *A.* shall happen to die before Payment thereof, and for the indemnifying the said *B.* of and from Payment of the same, and previous to the giving of the said Bond, *It was agreed*, that the Life of the said *A.* should be insured in the Royal Exchange Office, *London*; and in Pursuance of such Agreement, the Governor and Company of the said Royal Exchange Office of Assurance, by their Instrument or Policy of Assurance, under their Common Seal, bearing Date, &c. for the Consideration therein mentioned, have assured unto the said *C.* the Sum of 100*l.* in case the said *A.* shall die within one Year next after the Date thereof; the said 100*l.* to be paid to the said *C.* in such Manner as therein mentioned, as by, &c. **Now these Presents witness**, and it is hereby mutually covenanted, agreed and declared by and between the said *A. B.* and *C.* for themselves, and for their respective Executors and Administrators, that the said Sum of 100*l.* so secured to be paid by the said Policy as aforesaid, or so much thereof as shall become payable to and received by the said *C.* his Executors or Assigns, shall be by him and them retained and paid in Manner as follows, *viz.* In case the said 100*l.* secured by the said Policy, or any Part thereof, by the Death of the said *A.* within the said one Year shall become payable, and that Default shall happen to be made in Payment of all or any Part of the said Sum of 100*l.* so secured to be paid by quarterly Payments to the said *C.* by the said recited Bond as aforesaid; then and in such Case the said Sum of 100*l.* for so much thereof, as is secured by the said Policy, and which shall be received by him the said *C.* his Executors, &c. shall and may be by him and them deducted and retained to and or his and their own Use and Benefit, in Discharge or Satisfaction of all or so much of the said Sum of 100*l.* secured by the said Bond, as shall not have been to him or them paid and discharged thereof; and that then and in such Case, the Residue of the same 100*l.* to be received by Virtue of the said Policy, shall be by the said *C.* his Executors, &c. paid unto the said *B.* his Executors, in Discharge of all such Monies as shall have been by them the said *A.* and *B.* or either of them, paid towards a Discharge of the said Bond; any Thing, &c. and to and for, &c. *In Witness, &c.*

A short Declaration of a Trust of a Statute.

Whereas C. S. of, &c. and J. S. of, &c. Have on the Day of the Date hereof, acknowledged one Recognisance in the Nature of a Statute-Staple to me J. C. of, &c. for the Sum of 1000 l. Defeasance for the Payment of the Sum of 500 l. in Manner as therein, mentioned; Now I the said J. C. Do hereby acknowledge that my Name is used therein, in Trust for J. S. of, &c. and that the Monies secured thereby, is the proper Monies of the said J. S. As Witness, my Hand this — Day of, &c.

Of Trust of an Assignment of a Statute-Staple.

THIS Indenture, &c. Between E. S. of — J. B. of — and T. B. of — and W. B. of — and P. J. of — and J. C. of — Executor, &c. of T. S. of the other Part. Whereas, &c. (Recital of the Assignment of the Statute-Staple): Now this Indenture witnesseth, and it is declared and agreed by and between all the said Parties to these Presents, and the said E. S. J. B. T. B. and W. B. do hereby severally and respectively testify, declare and agree, that the Names of them the said E. S. J. B. T. B. and W. B. were and are only used in the said recited Indentures of Assignment, at the Request and for the only Benefit and Behoof of the said P. J. and the said T. S. deceased, their Executors, Administrators and Assigns; And that the said several Sums of — and — mentioned in the said Indenture of Assignment, were the proper Monies of the said P. J. and the said T. S. deceased, or one of them, and no Part thereof was or is the proper Monies of the said E. S. and J. B. T. B. and W. B. or any of them. In Witness, &c.

Declaration, that a Judgment obtained shall not be extended upon Lands purchased.

THIS Indenture Tripartite, made, &c. Between G. B. of, &c. of the first Part, Sir J. H. of, &c. Barr. of the second Part, and the Right Honourable T. Earl of T. of the third Part. Whereas the said G. B. in the Term of St. Hilary, which was in the, &c. did Judgment, obtain a Judgment in the Court of Common Pleas at Westminster, against the said Sir J. H. for the Sum of 3000 l. Debt, besides Costs of Suit, as by the Records of the said Court may appear; Which Judgment by Indenture, bearing Date the — Day of, &c. is defeasanced for the Payment of the Sum of 1500 l. and Interest of, &c. by the said Sir J. H. to the said G. B. on the several Days and Times, and in such Manner as in the said Indenture mentioned, and long since past; Which Judgment doth still remain in full Force, and is not satisfied or discharged: And whereas the said Sir J. H. by Indentures of Lease and Release, the Lease bearing Date the Day next before, and the Release being Tripartite, and bearing even Date herewith, and made between, &c. for the Consideration therein mentioned, and by a Fine therein covenanted and intended to be levied, hath sold and conveyed unto and to the Use of the said Earl of T. and his Heirs, The Manors of, &c. situate, &c. and also all those several Messuages, &c. situate, &c. and as the same are now in the Occupation of, &c. as by &c. Now this Indenture witnesseth, that the said G. B. for himself, his Heirs, Executors and Administrators (at the Desire and Request of the said Sir J. H. testified, &c.) doth covenant and agree to and with the said Earl of T. his Heirs and Assigns, by these Presents, that the said Manors, Lands, Hereditaments and Premises so purchased by the said Earl of T. as aforesaid, or any Part thereof, shall not at any Time hereafter be extended upon the said Judgment, and that the said Earl, his Heirs or assigns, shall not at any Time hereafter be molested or disturbed in the Enjoyment of the same by Virtue or Means of the said recited Judgment, or of any Elegit or Execution to be sued out thereupon: Provided nevertheless, that nothing in these Presents shall be construed or taken to be any Discharge of the said Judgment, or of the Debt thereby recovered and secured, or to be any Hindrance or Obstruction as to any Proceedings upon the said Judgment against the said Sir J. H. his Heirs, Executors or Administrators, or against any of the Lands, Tenements or Hereditaments of the said Sir J. H. (other than the said Manors, Lands and Hereditaments so purchased by the said Earl as aforesaid); And it is hereby agreed and declared by and between all the Parties hereunto, that until the said Judgment shall be satisfied and vacated, the same shall next after the securing the said Debt to the said G. B. by and out of the other Estate of the said J. H. continue and be for Securing and Indemnifying the said Manors, Messuages, Lands and Hereditaments so purchased by the said Earl as aforesaid, from and against any Incumbrances made or done by the said Sir J. H. which may affect the same. In Witness, &c.

Of Trust of a Bond and Indenture of Mortgage.

T**O** all, &c. *Whereas, &c. (recite the Bond and the Mortgage):* **Now know ye**, that the said *E. F.* doth hereby acknowledge, testify and declare, that the said Sum of — so secured by the said Bond and Indenture, was not the proper Money of him the said *E. F.* but that the same was and is the proper Money of *R. W.* of — and that his the said *E. F.*'s Name in the said Bond and Indenture, was used only in Trust for the said *R. W.* his Executors and Administrators; **And further**, that the said *E. F.* at the Request, Costs and Charges of the said *R. W.* his Executors, Administrators or Assigns, shall and will assign the said Premises, as the said *R. W.* his Executors, Administrators or Assigns shall direct or appoint. **In Witness, &c.**

Of Trust by the Assignee of a Mortgage, to the Representative of a Person deceased, who is intitled to the Mortgage Money.

T**O** all, &c. *J. D.* of — sends Greeting. *Whereas J. W.* of, — about — did lend to *C. W.* afterwards Sir *C. W.* Bart. the Sum of 5000 *l.* and for securing thereof, by Indenture dated, &c. (*Reciting a Mortgage to A. N. and J. H. nominal Trustees for the said J. W.*) **And whereas** the said *A. N.* survived the said *J. H.* and the said *A. N.* made his last Will and Testament, and appointed *P. J.* his Executor, in Trust for the Right Honourable the Earl of *B.* **And Whereas** *W. W.* of — as Representative of the said *J. W.* his Father, who has been long dead, became legally intitled to the said 5000 *l.* and Interest: **And whereas** by Indenture *Quadripartite*, dated, &c. and made between the said *W. W.* of the first Part, the said *J.* Earl of *B.* and *P. J.* of the second Part, *W. D.* and *R. S.* Trustees of the Real Estate of *D. W.* who was Devisee of the said *C. W.* afterwards Sir *C. W.* Bart. deceased, of the third Part, and the said *J. D.* of the fourth Part, for the Consideration therein mentioned, and by the Direction therein expressed, the said *P. J.* Did assign to the said *J. D.* the — demised by the said Indenture of the — Day of — *To hold* to the said *J. D.* for the Residue of the said Term of — *Subject* to the Redemption of the said *W. D.* and *R. S.* on Payment of 5000 *l.* and Interest: **Now know ye**, that the said *J. D.* doth hereby acknowledge, testify and declare, that his Name was used in the said recited Indenture *Quadripartite*, in Trust for Securing the said Sum of 5000 *l.* due to the said *J. W.* lent in the Name of the said *A. N.* and *J. H.* as aforesaid, and now belonging to the said *W. W.* as Representative of his Father *J. W.* **And further**, that the Name of the said *J. D.* in the said recited Indenture of Assignment shall stand and be in Trust for the said *W. W.* or as he shall appoint. **In Witness, &c.**

Of Trust of a Mortgage, and an Assignment of the said Mortgage by the Trustee.

(*By Indorsement.*)

T**O** all, &c. the within named *J. C.* sends Greeting. *Whereas* the within mentioned Sum of — was the proper Money of the within named *H. W.* **Now know ye**, that the said *J. C.* doth hereby acknowledge, testify and declare, that his the said *J. C.*'s Name was used in the within written Indenture in Trust only for the said *H. W.* his Executors, Administrators and Assigns; **And know ye further**, that the said *J. C.* in Performance and Execution of the Trust in him reposed, and for and in Consideration of the Sum of 5 *s.* of, &c. to him the said *J. C.* in Hand paid by the said *H. W.* the Receipt whereof is hereby acknowledged, he the said *J. C.* hath bargained, sold, assigned and set over, and by, &c. unto the said *H. W.* his Executors, &c. all and singular the within mentioned — in and by the within written Indenture to him assigned for the Residue of the within mentioned Term of 2000 Years, and all other Terms and Estates whatsoever to him the said *H. W.* granted by the said Indenture, and all the Estate, &c. **To have and to hold** the said — unto the said *H. W.* his Executors, &c. from henceforth, for and during all the Rest, Residue and Remainder of the within mentioned Term of 2000 Years now to come, and for all other Terms and Estates to the said *J. C.* assigned by the within written Indenture, **Subject nevertheless** to the Redemption of the within named *S. E. W. D.* his Heirs, Executors, Administrators, or Assigns on Payment of 7000 *l.* and Interest; **And, &c.** (*Covenant that the Assignor has done no Act to incumber the Premises. Vide Tit. Covenants.*) **In Witness, &c.**

Decla-

Declaration of Trust by Deed Poll, whereby Mortgagee in a Mortgage of even Date declared the Money secured to be in Trust for her Son, in Pursuance of a Decree. (a)

T**O** all Persons, &c. *E. D.* of, &c. (Widow, Relict and Administratrix of the Goods and Chatels of her late Husband, *R. D.* late of, &c. deceased) sendeth Greeting: **Whereas** by a Decree or Decretal Order made and pronounced in the High Court of Chancery, on the seventh Day of *March* now last past, in a certain cause there depending, between *R. A.* Widow, Plaintiff, and the said *E. D.* and *W. D.* (an Infant, by his Guardian *T. C.* Doctor in Divinity *et al.*) Defendants; **And also** in certain Cross Causes therein mentioned, in one whereof the said *E. D.* was Plaintiff, and the said *R. A. et al.* Defendants, and the other between the said *W. D.* (by his said Guardian) Plaintiff, and the said *E. D. et al.* Defendants; whereby (after reciting or setting forth as therein mentioned,) it was (amongst other Things) **Ordered** and decreed, that the Personal Estate, late of the said *R. D.* (after his Debts paid,) and the Surplus of the Estate of *W. R.* deceased in the said Decree named, (and to whom the said *R. D.* was Executor and Residuary Legatee thereof, as in the said Decree mentioned) should be put out at Interest on good Government or other Securities, to be approved of by *J. B.* Esq; (one of the Masters of the said Court, to whom the said Causes stood referred, as therein also mentioned) in the Name of the said *E. D.* for the Benefit of the Plaintiff *W. D.* the Infant; **And** that she the said *E. D.* should declare the Trust thereof, subject to the Order of the said Court, and that when the said Plaintiff *W. D.* should attain his Age of 21 Years, he was to be at Liberty to apply to the said Court to have what was coming to, and the same to be transferred to him: **And whereas** the said Master, by his Report made in the said Cause the 20th Day of this Instant *June*, hath thereby certified that the Surplus of the said Testator's Personal Estate (after all Debts and Legacies paid) amounted to the Sum of —: **And whereas** by Indenture of Demise by way of Mortgage already prepared and intended to bear even Date with, and to be executed immediately before the Executing of these Presents, and made between the most Noble *J.* Duke of *M.* and the Right Honourable *J.* Earl of *W.* of the one Part, and the said *E. D.* of the other Part, (therein reciting amongst other Things) the (herein before recited Decree and Master's Report, and that the said *E. D.* by her Deed Poll, bearing even Date therewith (being this present Deed Poll) was in Pursuance of the said Decree, to acknowledge and declare, that the Sum of 10000 *l.* therein and herein after mentioned, and the Security thereby intended to be made for Payment thereof, and Interest for the same, was to be in Trust, and for the only Use and Benefit of the said *W. D.* her Son); *It is by the said Indenture witnessed*, that in Obedience to the said Decree, and in Consideration of the said Sum of — to the said Duke paid by the said *E. D.* (being therein mentioned to be Part of the said Sum of — Surplus Monies, so reported to belong to the said Testator's Estate as aforesaid) and for 10 *s.* paid to the said *J.* Earl of *W.* by the said *E. D.* he the said Duke of *M.* and (by his Direction testified as therein mentioned) the said *J.* Earl of *W.* and each of them, *Have* or thereby intend to grant and demise unto the said *E. D.* her Executors, Administrators and Assigns, *All* those the Manors of, &c. (except as therein excepted); *To hold* unto the said *E. D.* her, &c. from the Day next before the Day of the Date thereof, for and during the Term of 1000 Years from thence next ensuing, and fully to be compleat and ended, without Impeachment of Waste, *As* and under the yearly Rent of one Pepper-Corn, *Subject nevertheless* to a *Proviso* in the said Indenture contained for making void thereof on Payment by the said Duke of *M.* his &c. unto the said *E. D.* her, &c. (*In Trust nevertheless* for the said *W. D.* his, &c.) of the Sum of 10000 *l.* at the Place on the several Days and in Manner as therein mentioned, *As* in and by the said in Part recited Decree, Report and Indenture of Mortgage, Relation being to them respectively had, may appear: **Now know ye, and these Presents witness**, and she the said *E. D.* for herself, her Heirs, Executors, Administrators and Assigns (in Pursuance of and in Obedience to the Trust reposed in her by the said in Part recited Decree) **Doth** hereby confess, acknowledge and declare in Manner as follows (that is to say) that the said principal Sum of 10000 *l.* so placed out, and secured by the said recited Indenture of Release, of Demise or Mortgage, intended to bear even Date herewith, and the Interest thereby secured, was not nor is the proper Monies of her the said *E. D.* but was and is the proper Monies of the said *W. D.* the Infant, and that the same is Part of the said sum of — by the said Master's Report certified to be the Surplus of the said Testator *R. D.*'s personal Estate after his Debts and Legacies paid as aforesaid; **And** that the Name of her the said *E. D.* used **As well** in the said recited Indenture of Demise or Mortgage, was and is so used **In Trust**, and for the only Use and Benefit of the said *W. D.* his Executors and Administrators, according to the

(a) *Note*; This Deed to be lodged in the Master's Hands.

true Intent and Meaning of the said Decree, and to and for no other Use, Trust, Intent or Purpose whatsoever. **In Witness** whereof the said E. D. hath hereunto set, &c.

Of Trust in a Conveyance by Lease and Release, with Directions for inserting proper Covenants.

THIS Indenture, made, &c. **Between** R. D. of — of the one Part, and E. O. of — of the other Part. **Whereas** by Indenture of Release *Tripartite*, bearing even Date with these Presents, and made or mentioned to be made *between* M. P. of the first Part, the said E. O. of the second Part, and the said R. D. of the third Part, in Consideration of the Sum of, &c. to the said M. P. by the said R. D. in Hand paid, the said E. O. by the consent and Direction of the said M. P. together with the said M. P. did grant, &c. unto the said R. D. &c. (*Reciting the Release to R. D.*) Relation, &c. **Now this Indenture witnesseth**, that the said R. D. **Doth** hereby confess, acknowledge and declare that the said recited Indentures of Lease and Release was and were, and is and are made to and in the Name of the said R. D. in Trust to and for the sole Use of the said E. O. his Heirs and Assigns for ever; and that the said Sum of — in the said Indenture of Release mentioned to be the Consideration of the said Purchase, was the only proper Monies of the said E. O. *And in Performance of the Trust in him reposed as aforesaid, he the said R. D. for himself, his Executors and Administrators, doth covenant, (to convey the Premises to E. O. free from Incumbrances, &c. by R. D. And add a Covenant from E. O. to indemnify R. D. from all Costs, &c. by reason of the said Estate in Trust for E. O.) (Vid. Tit. Covenants.) In Witness, &c.*

That a Man's Name is used in Trust in a Bond.

WHEREAS in and by one Obligation, bearing even Date with these Presents, G. H. of — standeth bound to J. K. of — in the Sum of — of, &c. conditioned for the Payment of — with Interest for the same on — next ensuing, as thereby may appear: **Now know all Men** by these Presents, that the said J. K. doth hereby acknowledge and declare that the said Sum of — lent upon the said Obligation, was all the proper Money of L. M. of, — and that his the said J. K.'s Name is used in the said Obligation only in Trust for the Benefit of him the said L. M. **In Witness, &c.**

The like, with a Power to receive the Money, and a Covenant that neither the Obligation nor the said Power shall be made void by the Oblige.

TO all People to whom these Presents shall come, I A. B. of — send Greeting. **Whereas** C. D. of — stands bound unto me the said A. B. in and by one Bond or Obligation, bearing Date, &c. in the Sum of, &c. conditioned for the Payment of — with Interest at or upon the — Day of — next ensuing the Date of the said recited Obligation, as by the same Obligation and Condition thereof may more fully appear: **Now know ye**, that I the said A. B. do hereby acknowledge and declare, that the said Obligation was so taken in my Name, only upon Trust for the sole proper Use, Behoof and Benefit of E. F. of — his Executors and Administrators; and that the said Sum of — so secured by the same Obligation, was the proper Monies of him the said E. F. **And I** the said A. B. for the Consideration aforesaid, do by these Presents make, constitute and appoint him the said E. F. my true and lawful Attorney, &c. **And lastly**, I the said A. B. do hereby for myself, &c. covenant, &c. (*That no Act is or shall be done to discharge the Bond, or the Power for receiving the same. Vid. Tit. Covenants.*) **In Witness, &c.**

A Declaration of Trust, by Trustees and Guardian to an Infant, of Lands purchased by them with the Money of the Infant.

TO all Persons, &c. A. of, &c. and B. of, &c. send Greeting. **Whereas**, we the said A. and B. by certain Indentures of Lease and Release, bearing Date, &c. and made between J. B. of, &c. of the one Part, and us the said A. and B. of the other Part, for the Consideration of the Sum of 170 l. in the said Indenture of Release mentioned to be paid by us to the said J. B. he the said J. B. *Hath* granted and released unto and to the Use of us the said A. and B. and our Heirs, all that, &c. as by the said Indentures of Lease and Release, &c. **Now know ye**, that we the said A. and B. do hereby acknowledge and declare, that we, as Guardian and Trustees of — being well satisfied that the Purchasing of the said Lands and Premises, by reason of their Situation, would be very advantageous to the said —

and

and an Improvement of his Estate, were advised to make the said Purchase; and we do hereby further declare, that the same was made with the proper Monies of the said ——— and that the said Lands and Premises were so purchased in Trust for the said ——— his Heirs and Assigns, if he or they, when capable of so doing, shall accept a Conveyance thereof; and we the said *A.* and *B.* our Heirs, Executors and Administrators, being allowed the purchase Monies with other Charges by us paid by Reason of the same, upon our Account, for the Profits of the Estate of No Benefit of the said ——— And we the said *A.* and *B.* do hereby further declare and mutually agree, that Survivorship, no Benefit of Survivorship, by Virtue of the said Conveyance made, as aforesaid, to us and our Heirs by the said *J. B.* shall be had or taken by us or either of us.

A Declaration of Infant's Monies laid out by Trustees, upon an Assignment of a Mortgage.

KNOW all Persons by these Presents, that **Whereas** by certain Indentures Tripartite, bearing even Date with and executed before these Presents, and made or mentioned, &c. between, &c. (*Reciting the Mortgage made to A. &c.*) the said *A.* (in Consideration of the Sum of 500*l.* to her mentioned to be paid by the said *B.* and *C.*) did assign unto the said *B.* and *C.* the said Messuage, &c. To hold to the said *B.* and *C.* their Executors, &c. for the Residue of the said Term of 500 Years, Redeemable nevertheless upon Payment of the said Sum of 500*l.* and Interest in such Manner as therein mentioned: **Now know ye**, and the said *B.* and *C.* do and each of them doth hereby declare, that they have not, nor are to have any Interest in or Benefit by the Security made to them as aforesaid, or of any the Monies thereby secured, and that their Names are therein used only in Trust; and that the said Monies thereby secured is not the Monies of them, or either of them; but that 300*l.* Part of the said Sum of 500*l.* is the proper Monies of *J. M.* and *A.* three of the Daughters of *T. W.* late of, &c. deceased; and that the other 200*l.* Residue of the said Sum of 500*l.* is the proper Monies of ——— &c. as Trustees by the last Will and Testament of the said *T. W.* and subject to the Trusts therein contained. In Witness, &c.

A Declaration touching two Purchases made in Trust, &c.

A. purchased Lands of B. and B. conveys to C. and D. to such Uses and Estates as they by Deed should declare and appoint; and they by this Deed limit and appoint Premises to the Use of A. the Purchaser and his Heirs.

TO all Persons, &c. *D.* of, &c. and *C.* of, &c. send Greeting. **Whereas** *B.* and *G.* his Wife, by Indenture of, &c. dated, &c. and by other good Assurances in Law duly executed, **Have** granted, released and conveyed all those Messuages, &c. situate, &c. (which are more particularly mentioned and expressed in the said Indentures of Lease and Release) and which were formerly conveyed to him the said *B.* and his Heirs, by the Lady *A. H.* since deceased, and the Reversion, &c. unto them the said *D.* and *C.* their Heirs and Assigns for ever; To the Use of such Person and Persons, and for such Estate and Estates, as they the said *D.* and *C.* by any Deed or Writing under their Hands and Seals executed in the Presence of two or more credible Witnesses, should declare, limit and appoint the same Premises; (*Recite another Conveyance to the said D. and C. from E. another Man and his Wife, of other Premises, &c.*) **And whereas** the Names of them the said *D.* and *C.* in the said several Conveyances and Assurances of the respective Messuages and Hereditaments in——aforesaid, so purchased by them the said *D.* and *C.* as aforesaid, were only used by the Nomination of *A.* of, &c. Serjeant at Law, and in Trust for him and his Heirs; and the respective Sums of Monies paid for the Purchase of the said several Messuages and Premises were the proper Money of the said *A.* and by him truly paid: **Now know ye, and witness these Presents**, that they the said *D.* and *C.* (in Discharge of the Trust so reposed in them as aforesaid, and for 5*s.* &c. and for other Considerations, &c.) by this their Deed in Writing under their Hands and Seals, sealed and delivered in the Presence of three credible Witnesses, whose Names are indorsed to the Sealing and Delivery hereof, **Have** (in Part of Performance of the Trusts herein before mentioned to be in them reposed and declared) and by these Presents **Do**, and each of them **Doth**, for themselves and for their Heirs and Assigns, declare, limit and appoint the Use and Uses, Estate and Estates of all and singular other the Premises, with their and every of their Appurtenances, situate, &c. and so purchased as aforesaid, whereof or wherein they or either of them the said *D.* and *C.* have or hath any Estate, Right, Title or Interest, by, from or under the said *B.* and *E.* by the said several Indentures, Fines, or otherwise howsoever, shall be and enure, and shall from henceforth be adjudged, deemed, construed and taken to be and to enure **To the** only proper Use and Behoof of the said *A.* his Heirs and Assigns for ever, and to and for no other Use, Intent or Purpose whatsoever. **In Witness** whereof the said *D.* and *C.* have, &c.

Declaration of Trust as to Bidding of a Purchaser before a Master in the High Court of Chancery.

To all Persons, &c. *T. H.* of, &c. sendeth Greeting. **Whereas** by an Order of the High Court of Chancery, made by the Right Honourable the Master of the Rolls, at the Rolls on the 16th Day of *June* now last past, in a certain Cause then and there now depending, wherein *J. E.* is Plaintiff, and *W. E. E. P.* and others therein named, are Defendants, **Upon** a Motion then made to the said Court by Mr. *M.* of Counsel for the Plaintiff and Defendants, **It was** (amongst other Things) *Alledged*, that by the Order made on the Hearing of the said Cause, *It was ordered*, that the Estate in Question (being several Messuages, &c. situate, &c.) should be sold with their Approbation, or Mr. *E.* one of the Masters of the said Court, to the best Purchaser that could be got for the same, for Payment of the Debts and Legacies of *T. R.* deceased; and the Residue, after the Payments of the said Debts and Legacies, was to be applied for the Benefit of the Plaintiff and the Defendants; and that the said Estate having been advertised to be sold, Mr. *F. A.* on the 14th Day of *May* then last, was reported the best Purchaser thereof at the Price of 3850*l.* and that the said Mr. *A.* had obtained an Order for Service of the Order for confirming the said Report, unless the Parties, upon Notice to their Clerk in Court, should shew Cause to the contrary; and that the said Parties had procured a further Purchaser who would give 150*l.* more for that Estate; and therefore it was prayed that it might be referred back to the said Master to consider of a better Purchaser for the said Estate; whereupon and upon hearing of Mr. *S.* of Counsel for the said Mr. *A.* and of what was alleged on both Sides, and the said *T. H.* then present in Court offering to give 4000*l.* for the said Estate upon having a good Title made to him thereof, and to make a Deposit of 500*l.* in Case he be confirmed the best Purchaser thereof, *It was ordered*, (amongst other Things) That it be referred to the said Master to allow of a better Purchase for the said Estate, and that the said Mr. *H.* in Case he be reported and confirmed the best Purchaser thereof, do pay into the Bank, with the Privity of the Accomptant General of the said Court, the Sum of 500*l.* in Part of Purchase Money, which was to be placed to the Credit of the said Cause, subject to the further Order of the said Court: **And whereas** the said Master *E.* by his Report made concerning the Estate and Premises to be sold, did hereby certify, that Mr. *H.* in the said Order named, had on the 27th Day of *June* — before him the said Master, bid the Sum of 4000*l.* for the Purchase of the said Estate, upon his having a good Title made to him thereof, free from all Incumbrances, and to have the Rents of the said Estate from *Lady Day* last, in Manner as in the said Report is mentioned and set forth; and that the said Sum being the most Money that had been bid for the same, he the said Master did allow of the said *T. H.* to be the best Purchaser of the said Estate; **Which** said Report, by a subsequent Order of the said Court made in the said Cause on the 18th of this Instant *October*, is confirmed and made absolute, unless good Cause shewn to the said Court to the contrary, within the Time and in Manner as therein mentioned; as by the said recited Order and Report, Relation, &c. **Now know ye, and these Presents witness**, and the said *T. H.* for himself, his Heirs, Executors and Administrators, **Doth** hereby covenant, promise, declare and agree, to and with *S. B.* of, &c. his Executors, Administrators and Assigns, in Manner as follows, (that is to say), He the said *T. H.* **Doth** hereby confess, acknowledge and declare, that at his Name so made use of in the said Court of Chancery, in Bidding 4000*l.* for the Purchase of the said Estate and Premises, was and is when so paid, the proper Monies of him the said *S. B.* and not of him the said *T. H.* **And** that the Name of him the said *T. H.* was made use of **As well** in the said several Orders and Master's Report, as to his being the best Purchaser for the said Premises, and in all other subsequent Orders and Proceedings of or in the said Court of Chancery, touching or concerning the same; **As also** in all and every the Purchase Deeds of the said Premises, and in all other subsequent Deeds, Assignments, and Conveyances touching or relating to the Conveying and Assigning of the said purchased Premises, or any Part thereof, is, are and shall be so made use of; **In Trust**, and for the only Use and Benefit of the said *S. B.* his Executors, Administrators and Assigns, and not for the Use or Benefit of the said *T. H.* his Executors or Administrators. **And lastly**, that he the said *T. H.* his Executors and Administrators, (being first paid all his Costs and Charges, (if any) and also indemnified touching his Name being made use of upon or in the Trusts aforesaid, from all Costs and Damages touching the same (if any such shall happen) by the said *S. B.* his Heirs, Executors or Assigns) shall and will at any Time or Times, upon the Request, and at the Request, and at the proper Costs and Charges of the said *S. B.* his Executors, Administrators and Assigns, well and sufficiently convey, assign and assure all the Estate, Right, Term or Terms of Years and Interest of him the said *T. H.* his Executors and Administrators, of, in and to the said purchased Premises so to be conveyed or assigned, to or in Trust for him or them, as aforesaid, unto the

the said S. B. his Executors, Administrators and Assigns, or to such other Person or Persons, Uses, Trusts, Intents and Purposes, as he or they shall at any Time or Times direct or appoint; any Thing to the contrary thereof notwithstanding. *In Witness, &c.*

Deed to declare Articles to be an Escrow.

T All, Persons, &c. *We* whose Names and Seals are hereunto set and subscribed, send Greeting. *Whereas* we have signed and sealed certain Articles of Agreement, bearing even Date with, and executed immediately before these Presents, and made or mentioned to be made between — of the one Part, and — of the other Part, to, for and upon the several Intents and Purposes therein mentioned and expressed, as by, &c. Relation, &c. *Now know ye*, that it was expressly agreed and declared by and between all and every the said Parties to the said Articles, that, at the Time of our respective Signing and Sealing of the said Articles, it was and is our Intent and Meaning, that the same were and should remain and be only as an Escrow, and not our Deed to bind or oblige us, any or either of us, or our or any of our respective Heirs, Executors or Administrators, until such Time as we, our Heirs, Executors or Administrators, shall think fit to cancel this present Deed or Writing; any Thing in the said Articles contained to the contrary thereof in any wise notwithstanding. *In Witness, &c.*

Declaration as to two Judgments, being a Collateral Security for Payment of several Sums of Money in a Deed, &c.

T HIS Indenture, &c. *Between* H. C. of, &c. of the one Part, and J. D. of, &c. Eldest Son and Heir of W. D. the Elder, late, of, &c. Esq; deceased, by E. his Wife, and also Administrator of the Goods and Chattels, Rights and Credits of the said W. D. of the other Part. *Whereas* the said H. C. did, in or about H. Term now last past, obtain and recover a Judgment against the said J. D. in his Majesty's Court of K. B. at *Westminster*, as Administrator to his late Father the said W. D. for the Sum of 2000*l.* besides Costs of Suit: *And whereas* the said H. C. did also in or about T. Term now last past, obtain and recover another Judgment against him the said J. D. in his said Majesty's Court of K. B. at *Westminster*, as Heir at Law to the said W. D. for the Sum of 1600*l.* besides Cost of Suit; as by the Records of the said two Judgments remaining in the said Court, (Relation being to them respectively had) more at large may appear: *And whereas* by Indenture *Quinquartite* of Release, bearing Date, &c. and made between the said E. D. Mother of the said J. D. by such other her Addition and Description as therein mentioned, of the first Part, the said J. D. of the second Part, E. D. W. D. T. D. C. D. M. D. E. D. S. D. and A. D. (the eight Younger Children of the said W. D. by the said E. his Wife) of the third Part, the said H. C. of the fourth Part, and C. D. of the fifth Part; whereby, after reciting as therein is recited, and for the Considerations, Intents and Purposes therein mentioned, he the said J. D. did grant, release and confirm unto the said H. C. and his Heirs, *All* that Freehold Messuage, &c. *To*, for and upon the several Uses, Trusts, Intents and Purposes therein mentioned and expressed; and amongst other Uses, *To* the Use of the said C. D. his Executors, Administrators and Assigns, for and during the Term of 500 Years, to be computed from the Date of the said Indenture of Release, without Impeachment of Waste, *Upon Trust* that he the said C. D. his Executors, Administrators and Assigns, should, as soon as conveniently might be after the Death of the said E. D. the Mother, or in her Life-time, if he the said J. D. should so think fit, and signify his Consent in Writing, and to be attested as therein mentioned, but not otherwise, by the several Ways and Means therein expressed, raise and pay to each of them the said eight Younger Children of the said W. D. the Father, by the said E. his Wife, as should be living at the Time of the Death of the same E. the Sum of 200*l.* the same to be paid to the proper Hands of them the said eight Younger Children respectively, as should be then living, within six Kalendar Months next after the Decease of the said E. D. the Mother, together with Interest for the same several Sums so payable from the Time of the Death of the said E. their Mother to the Time of Payment thereof after the Rate of 5*l.* *per Cent. per Ann.* in which said Indenture of Release there is contained a Proviso to the Effect as follows, *viz.* Then in Case he the said J. D. his Heirs, Executors or Administrators, should at any Time before the Death of the said E. his Mother think fit to advance and pay to all or any of the said eight Younger Brothers and Sisters, any Part of the said several Sums of 200*l.* a-piece, so hereby secured to be paid to them respectively in Manner as aforesaid, then and in such Case all and every such Sum and Sums of Money, so by him the said J. D. his Heirs, Executors or Administrators, advanced and paid, or in any other Manner to be by him or them paid, to or for the Use of all or any of his said eight Younger Brothers and Sisters, as aforesaid, should be deemed and taken, and be by them accepted as and for Part of

of the said several Sums of 200*l.* a-piece thereby secured, and so made payable to them respectively as aforesaid; any Thing, &c. as in and by, &c. **Now this Indenture witnesseth**, and it is hereby agreed and declared by and between the Parties to these Presents, that the said two recited Judgments so obtained and recovered against the said *J. D.* by the said *H. C.* in Manner as aforesaid, were by him the said *H. C.* so obtained and recovered against the said *J. D.* to this Intent and Purpose only, and for a further and collateral Security for the better securing Payment of the said several Sums of 200*l.* a-piece, so payable as aforesaid, to all and every the eight Younger Children of the said *J. D.* as shall be living at the Time of the Decease of their Mother the said *E. D.* within six Months after her Death, together with such Interest for the same from the Time of her Death, after the Rate aforesaid, until Payment thereof, according to the true Intent and Meaning of the same Indenture; **Subject nevertheless** to the aforesaid Proviso in the said recited Indenture contained touching his the said *J. D.* his Heirs, Executors or Administrators, advancing and paying before his Mother's Death the said Sum of 200*l.* a-piece, or any Part thereof, to or for the Use of all or any of his said eight Younger Brothers and Sisters, in such Manner as herein before mentioned, expressed and declared of and concerning the same: **And** he the said *H. C.* for himself, his Heirs, Executors and Administrators, and for every of them, doth covenant, promise, grant and agree, to and with the said *J. D.* his Heirs, Executors and Assigns, by these Presents, in Manner as follows, (that is to say) That he the said *H. C.* his Heirs, Executors, Administrators or Assigns, or any of them, shall not, nor will take or sue out, or cause to be taken and sued out, any Writ or Writs of Execution, or other Process whatsoever, nor take any other Advantage whatsoever or howsoever against him the said *J. D.* his Heirs, Executors or Administrators, or against his, their, any or either of their Goods, Chattels, Lands or Tenements, upon or by Virtue of the said several recited Judgments, or either of them, so by him the said *H. C.* recovered against the said *J. D.* in Manner as aforesaid, until from and after such Time as he the said *J. D.* his Heirs, Executors or Administrators, shall make some Default or Failure in Payment of the said several Sums of 200*l.* a-piece, so to be paid after the said Mother's Death to his eight Younger Brothers and Sisters, as shall be then living, and payable to them respectively, in Manner, and according to the true Intent and Meaning of the said recited Indenture, and of these Presents; **Subject nevertheless**, to the Proviso herein before mentioned touching and concerning the same. **And lastly**, that from and after Payment or Satisfaction made by the said *J. D.* his Heirs, Executors, or Administrators, of the said Sum of 200*l.* a-piece to each of the eight Younger Brothers and Sisters of the said *J. D.* as shall be living at the Time of their said Mother's Death, with Interest for the same in Manner as aforesaid, then he the said *H. C.* his Heirs, Executors, Administrators or Assigns, at the Request, Costs and Charges of the said *J. D.* his Heirs, Executors or Administrators, or any of them, shall and will acknowledge Satisfaction upon the Record of the said several Judgments, or do any other lawful Act to vacate the same, as by him or them, or his or their Counsel learned in the Law, shall in that Behalf be reasonably advised or required. **In Witness, &c.**

That several Securities were for one and the same Debt.

Whereas *J. G.* did take up and borrow of *B. P.* of — the Sum of — and for securing thereof assigned to the said *B. P.* certain Farms, &c. in — for the Residue of a Term of — Years: **And whereas** for the better securing the said Sum of — the most noble — Duke of — became bound to the said *B. P.* in the penal Sum of — for the Payment of — and Interest, on the — next ensuing the Date hereof: **Now know all** by these Presents, that the said *B. P.* doth hereby acknowledge and declare, that the said Bond, and the said Assignment of the said Term of — Years, were both given for securing the Sum of — and Interest to the said *B. P.* and for no greater or other Sum. **In Witness, &c.**

Of Trust, that a Vendor of Lands shall receive Rents in Arrear at the Time of the Sale.

THIS Indenture, made, &c. **Between** *S. F.* of — *N. F.* of — and *C. B.* of — of the one Part, and *H. N.* of — of the other Part. **Whereas** the said *H. N.* in Pursuance and Performance of certain Articles of Agreement, bearing Date, &c. made between the said *H. N.* of the one Part, and the said *S. F.* &c. of the other Part, hath by several Deeds and Conveyances granted and conveyed unto the said *S. F.* &c. their Heirs, &c. several Manors, &c. to and for the several Uses, Intents and Purposes, in and by the said Deeds and Conveyances mentioned, expressed and declared, as in and by the said Deeds and

Declarations of Uses and Trusts

Conveyances more at large may appear: **Now this Indenture witnesseth**, and it is hereby declared and agreed by and between all and every the Parties to these Presents, that for and notwithstanding the said Deeds and Conveyances, or any Covenant, Clause, Article, Matter or Thing whatsoever therein, or in either of them to the contrary, it shall and may be lawful to and for the said *H. N.* his Executors, Administrators and Assigns, to ask, demand, receive and take to his and their own Use and Uses all and every the Rents, Fines, Profits and Arrearages of Rent due and owing by and from all or any the Tenants of the said Manors, &c. in the said Deeds and Conveyances particularly mentioned, at any Time before and until the Day of the Date of these Presents; and in Case of Refusal or Non-payment of the said Rents, Arrears of Rents, Fines and other Profits, by all or any of the Tenants of the said Premises, or any Part thereof, it shall and may be lawful to and for the said *H. N.* his Executors, Administrators and Assigns, to sue and prosecute for the same in the Names of the said *S. F.* &c. or any of them, as Counsel shall advise; he the said *H. N.* his Executors, Administrators and Assigns, saving them the said *S. F.* &c. harmless from any Costs or Damages that may happen to them, or any of them, by reason of using their Names as aforesaid. **In Witness, &c.** (a)

Of Trust of three Leases; and a separate Provision for a Feme Covert and her Children.

THIS Indenture Tripartite, made, &c. **Between** *M. F.* of — of the first Part, *J. F.* of — of the second Part, and *E. D.* of — and *S.* his Wife, of the third Part. **Whereas** by Indenture of Lease bearing Date, &c. and made or, &c. between the most Noble *H. Duke* of — of the one Part, and the said *M. F.* of the other Part, the said Duke, for and in Consideration, &c. by Virtue of the Power therein recited, did demise, lease and to Farm let unto the said *M. F.* All that, &c. To hold, &c. under the yearly Rent, &c. **And whereas, &c.** (*Reciting in like Manner a second and third Lease*) in each of which Indentures is contained a Covenant from the said *M. F.* before — at her own Costs and Charges to pull down the said — to her demised as aforesaid, and at her like Costs and Charges to erect and build, &c. and divers other Covenants on the said *M. F.*'s Part to be done and performed, as by the said several Leases, Relation, &c. **And whereas** the several Sums of — mentioned to be paid to the said Duke, and amounting together to the Sum of — was not all the said *M. F.*'s own Money, but one third Part of the said Sum of — was the proper Money of the said *E. D.* and by him advanced on the Trust and to the Ends, Intents and Purposes herein after mentioned; one other third Part thereof was the proper Money of the said *J. F.* and the remaining third Part thereof was the proper Money of the said *M. F.* and the said three several Leases were taken in the Name of the said *M. F.* as to one third Part of the said leased Premises, for the said *J. F.* her Executors, Administrators and Assigns; and as to one third Part, in Trust for the separate Use of the said *S. D.* during so many Years of the respective Terms of — Years, as she should happen to live, and after her Decease in Trust for the Child or Children of the said *E. D.* and *S.* their Executors and Administrators; and as to the remaining third Part, for the sole Use and Benefit of the said *M. F.* her Executors, Administrators and Assigns; it being agreed that no Benefit shall be taken of Survivorship, but that the said Parties, their respective Executors, Administrators and Assigns, shall each of them have an equal third Part of the Rents and Profits of the said Premises, the same into three equal Parts to be divided, each of them paying their equal Proportion of the Ground Rent, and of the Costs and Charges in pulling down and rebuilding the said demised Premises, and of such other Charges and Expences as the said *M. F.* her Executors, Administrators or Assigns, shall be put unto by reason of the Covenants in the said recited Leases contained: **Now this Indenture witnesseth**, that the said *M. F.* doth hereby acknowledge, testify and declare, that the Name of her the said *M. F.* as to one full third Part of the said leased Premises, and the Rents, Issues and Profits thereof, shall during the respective Term of — Years be in Trust for the said *J. F.* her Executors and Administrators; and one third Part thereof in Trust for the separate Use of the said *S. D.* during so many Years of the said respective Terms as she shall happen to live; and after her Decease, in Trust for her Children as aforesaid; and that the remaining third Part shall be for the sole Use and Benefit of the said *M. F.* her Executors and Administrators; and that she the said *M. F.* her Executors, Administrators and Assigns, shall and will at the respective Requests, Costs and Charges of the said *J. F.* and *E. D.* and *S.* his Wife, their respective Executors, Administrators or Assigns, assign one third Part of the said Premises to the said *J. F.* her Executors, Administrators or Assigns, and one other third Part thereof assign to such other Person or Persons as they the said *E. D.* and *S.* his Wife shall direct or appoint on the Trusts aforesaid,

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(a) Note: There must be two Parts, unless all the Parties execute one Part, because of the Indemnity from *H. N.*

for the said respective Terms of — Years by the said recited Indentures of Lease granted, or so much thereof as shall be then to come and unexpired, free from all Incumbrances by the said *M. F.* done, committed or suffered, except a Lease agreed by all the said Parties to be granted by the said *M. F.* to — for — Years, to commence at — at the yearly Rent of — which Rent is to be paid to the said Parties to these Presents, in the Proportions aforesaid. (*Covenant from J. F. and E. D. and S. his Wife, to M. F. to pay their Proportions of Ground Rent, and in Rebuilding, &c. And if S. D. Wife of E. D. will sell her third Part of the Premises, M. F. may sell the same, and the Money to be put out upon the same Trusts as aforesaid. Vide Tit. proviso.*) **In Witness, &c.**

Declaration of Trust and Assignment of a Mortgage.

T*D* all, &c. *M. C.* — sends Greeting. **Whereas** by Indenture Tripartite of Assignment, bearing equal Date with these Presents, made or mentioned to be made between *J. B.* of — (*Mortgagor*), of the first Part, the Honourable *M. G.* of — (*the Assignor*), Sister of the Right Honourable the Lord Viscount *B.* deceased, of the second Part, and the said *M. C.* (*the Assignee*) of the third Part, All that the Manor or Lordship, &c. and all and every, &c. therein particularly mentioned, in Consideration of — *l.* therein mentioned to be paid by the said *M. C.* to the said *M. G.* (by the Direction of the said *J. B.*) are assigned to the said *M. C.* for the Residue of a certain Term of — Subject nevertheless to the Payment of — *l.* a Year to *C. B.* Daughter of Sir *E. B.* for and during the natural Life of the said *C.* And also subject to the Equity of Redemption of the said *J. B.* on Payment of the Sum of — *l.* on the Days and in Manner therein mentioned, as in and by the said recited Indenture, Relation, &c. **Now know ye,** that the said *M. C.* doth hereby acknowledge, testify and declare, that the said Sum of — Principal Money, so paid by the said *M. C.* to the said *M. G.* and secured by the said Indenture of Assignment for the Remainder of the said Term of — Years, and all Interest to grow due for the same, was not his the said *M. C.*'s own proper Money, but that the same was and is the proper Money of *H. W.* of — Esq; and that his the said *M. C.*'s Name in the said Indenture of Assignment, is used only in Trust for the said *H. W.* his Executors, Administrators and Assigns: **And further,** that he the said *M. C.* at the Request, Costs and Charges of the said *H. W.* his Executors or Administrators, shall and will Assign the said Premises to the said *H. W.* his Executors or Administrators, or to such other Person or Persons as he the said *H. W.* shall direct.

That if Default be made in Payment of Mortgage Money, the Mortgagee shall receive the Profits of the Premises.

— Declared and agreed by and between the said Parties to these Presents, that until some Default shall be made of or in Payment of the said Sum of — and Interest, or some Part thereof, in Manner and Form aforesaid, he the said *J. O.* his Heirs or Assigns, shall and will permit and suffer the said *J. J.* his Heirs and Assigns, to receive and take the Rents, Issues and Profits of the said Closes, &c. to his and their own Use and Behoof, without any Account to be had or given unto the said *J. O.* his Heirs or Assigns for the same. **In Witness, &c.**

In Nature of a Defeasance, that the neat Produce of an Estate (Taxes, &c. being deducted) shall be in full Satisfaction of a Bond of Annuity.

Recitals.

E. S. being seised for Life, Remainder to her Issue, Remainder to *H. M.* but she having no Issue, *H. M.* agreed to purchase. *E. S.* demised to *A. B.* in Trust for *H. M.*

T*HIS* Indenture, made, &c. **Between** *E. S.* Widow, one of the Sisters and Heirs of *R. B.* Esq; deceased, of the one Part, and *H. M.* of — of the other Part. **Whereas** the said *E. S.* being seised for her Life, remainder to her first and other Sons in Tail Male, Remainder to the said *H. M.* in Fee, of and in one full Moiety of — (*The Parcels*) in — and the said *E. S.* having no Issue, the said *H. M.* did for — *l.* agree to purchase the said Moiety of the said — of the said *E. S.* for — Years, if the said *E. S.* and *H. M.* should jointly so long live: **And whereas** by Indenture of Grant and Demise, dated the — in Consideration of — *l.* paid by the said *H. M.* the said *E. S.* Did, by Direction of the said *H. M.* testified by his being a Party to the said Indenture, grant and demise the Moiety of the said — to *A. B.* of — To hold to the said *A. B.* his, &c. from thenceforth for the Term of — Years, if the said *E. S.* and *H. M.* should jointly so long live, under the Rent of (*a Pepper-Corn*), In Trust for the said *H. M.* as by the said Indenture, Relation being thereunto had, may more fully appear: **And whereas** since the Execution of the said Indenture, the said *H. M.* in Consideration of the Sum of — did agree to pay unto the said

faid E. S. during the joint Lives of the faid E. S. and H. M. the Sum of — l. a Year, by Half-yearly Payments, at — Tax free; in Performance of which Agreement the faid H. M. in and by his Bond or Writing Obligatory, bearing equal Date herewith, stands bound to the faid E. S. in the penal Sum of — conditioned for the Payment of — a Year, by Half-yearly Payments, at — during the joint Lives of the faid H. M. and E. S. as by the faid Bond, Relation being thereunto had, may more fully appear: **And whereas** the faid E. S. has agreed, that notwithstanding the faid Bond, the faid H. M. shall during the Joint Lives of the faid H. M. and E. S. pay to the faid E. S. only such Sums yearly, as the neat Produce of the faid Lands shall amount to, Taxes, Repairs, Law Charges and other Expences being first deducted: **Now this Indenture witnesseth**, that it is hereby covenanted, consented, declared and agreed, by and between the faid Parties to these Presents; and the faid E. S. doth hereby covenant and agree, that the faid H. M. shall and may, out of the faid Sum of — a Year, payable to her, during the Joint Lives of the faid E. S. and H. M. by Virtue of the faid above recited Bond, deduct half-yearly, all such Sum and Sums of Money as he shall lay out or pay for Taxes, Repairs and Law-Suits, and other Expences charged on, or payable out of the faid Moiety of the faid — and that Payment of so much Money, as the faid Premises shall half-yearly yield after Deduction of the faid Taxes, Repairs, Law-Suits, and other Expences, shall from Time to Time, during the Joint Lives of the faid H. M. and E. S. be accepted as a full Performance of the faid Bond, and on Payment thereof the faid E. S. shall and will from Time to Time, indorse an Acquittance on the faid Bond, for the full half-yearly Payment therein and hereby made payable; any Thing in the faid Bond contained to the contrary thereof in any wise notwithstanding. **In Witness, &c.**

H. M. agreed to pay E. S. — yearly, for which he gave a Bond. But notwithstanding such Bond, H. M. shall only pay so much as the neat Produce amounts to, Taxes, &c. being deducted. Declaration. That Taxes, &c. be deducted, and the neat Produce accepted in full Performance of the Bond.

A Declaration of Trust, touching Chambers in one of the Inns in Chancery.

THIS Indenture, &c. Between T. W. of, &c. of the one Part, and E. P. of, &c. (sole Executrix of the last Will and Testament of R. P. late of the Society of Clifford's Inn, London, Gent.) of the other Part. **Whereas** the faid R. P. is lately dead, being immediately before his Death possessed of and intitled unto certain Chambers up one Pair of Stairs, in the faid Society of Clifford's Inn, in a Staircase there N^o — as well to an Estate therein for his Life, as also to an Assignment (according to the antient Custom of the faid Society) for another Life therein; and he the faid R. P. having made and duly executed his last Will and Testament in Writing, and thereby gave to the faid E. P. (*inter alia*) the faid Chambers, and appointed her sole Executrix of his faid Will, and the same having been by her since duly proved in the proper Ecclesiastical Court, she the faid E. P. by Virtue thereof being intitled to an Assignment of the faid Chambers for the other Life therein; he the faid T. W. (at the special Instance and Request of the faid E. P. and for her Use and Benefit) **hath** on the Day of the Date hereof been, by the Principal of the faid Society of Clifford's Inn, duly admitted to the faid Chambers, with its Appurtenances, for and during the Term of his natural Life, as by the faid Will and Admittance may appear: **Now this Indenture witnesseth**, and the faid T. W. for himself, his Executors and Administrators, doth hereby covenant, agree and declare to and with the faid E. P. her Executors, Administrators and Assigns, in Manner as follows, *viz.* That the Name of him the faid T. W. in the above mentioned Admittance to the faid Chambers, was and is therein so used at the special Nomination and Appointment of and in Trust for the only Use and Benefit of the faid E. P. her Executors, Administrators and Assigns, and that she and they from henceforth be intitled unto and receive the Rents, Issues and Profits of the faid Chambers, to and for her and their own Use and Benefit, without any Let, Suit, Trouble Disturbance, Hindrance, Claim or Demand whatsoever, of or by the faid T. W. his Executors, Administrators or Assigns: **Subject nevertheless** to the Payment of all such sum and Sums of Money, as shall from henceforth become due for the Commons, and all other Payments and Duties whatsoever for and in Respect of the faid Chambers, according to the Custom of the faid Society; **And lastly**, he the faid T. W. shall and will at any Time hereafter, during his Life, upon the reasonable Request, and at the proper Costs and Charges of the faid E. P. her Executors, Administrators or Assigns, surrender or assign to her, or them the faid Chambers, with their Appurtenances and all his Estate, Right, Title, Property, Claim and Demand whatsoever; of, in and to the same, for and during the Life of him the faid T. W. or such other Life or Lives, as she the faid E. P. her Executors, Administrators or Assigns, shall nominate, direct or appoint; and shall and will permit and suffer such other Life or Lives to be so admitted in and to the faid Chambers, according to the Custom of the faid Society, freed and discharged of and from all Charges and Incumbrances by him the faid T. W. done, committed or suffered, and that in such Manner as by the Counsel at Law of her the faid E. P. her Executors, Administrators or Assigns, shall in that Behalf be reasonably advised

advised or required: **Subject nevertheless** to such Sums of Money and Duties as aforesaid: **Provided nevertheless**, and so as the said *E. P.* her Executors, Administrators and Assigns, shall and do from Time to Time, and at all Times hereafter, well and sufficiently save and keep harmless and indemnified the said *T. W.* his Executors and Administrators, of, from and against all Costs, Charges and Expences whatsoever, which he or they shall pay, sustain, or be put unto, for, by Reason or on Account of his being admitted to the said Chambers, or any ways relating to or concerning the Trust so reposed in him as aforesaid. **In Witness, &c.**

Declaration of the Trusts of an Assignment of South-Sea Annuities for a Brother, upon Condition of his finding the Assignor with Meat, Drink, &c. during Life.

THIS Indenture Tripartite, &c. Between *F. P.* of, &c. of the first Part, *B.* of, &c. and *C.* his Wife of the second Part, and *D.* of, &c. (a Trustee nominated and appointed by them the said *F. P.* and *B.* and *C.* his Wife) of the third Part. **Whereas** the said *B.* and *C.* his Wife have agreed, that they or their respective Executors or Administrators, at his and their own proper Charge, shall and will from henceforth find, provide and allow the said *F. P.* with good and wholesome Meat, Drink, Washing, Lodging, Apparel, and all other proper and sufficient Necessaries whatsoever, during his natural Life, and also decently bury him, in such Manner as herein after is mentioned and expressed: **And whereas** the said *F. P.* being possessed of and intitled to the several Sums of 210*l.* and 105*l.* 10*s.* in the Joint Stock of *South-Sea* Annuities, (being his Property, and purchased with his own Money) in Consideration of the natural Love and Affection which he hath for and beareth to his Brother-in-law *B.* and the said *C.* his Wife; and in Consideration of their finding him with Meat, Drink, Washing, Lodging, Apparel, and all other Necessaries during his Life, in Manner as herein after mentioned, and for which End and Purpose, and in Consideration thereof hath, on the Day of the Date hereof, transferred, or caused to be transferred the said Principal Stocks unto the said *D.* and the same are now standing in his Name in the Books of the said *South-Sea* Company, as by the said Books may appear: **Now this Indenture witnesseth**, that for the Consideration, End, Intent and Purpose aforesaid, it is hereby expressly agreed and declared by and between all and every the Parties to these Presents, and the true Intent and Meaning of them, and of these Presents is and are, that the said several Sums of 210*l.* and 105*l.* 10*s.* *South-Sea* Annuity-Stocks so transferred to and now standing in the Name of him the said *D.* as aforesaid, were and are to him so transferred, to, for and upon the several Trusts, Intents and Purposes, and subject to the Provisoes herein after mentioned, expressed and declared of and concerning the same; (that is to say) **Upon Trust** that he the said *D.* his Executors, Administrators or Assigns, shall and do, during the natural Life of the said *F. P.* pay all the Interest, Dividends and Produce of the said several Annuities, *South Sea* Stocks, when and as by him or them received unto the said *B.* and *C.* his Wife, or one of them, his or her Executors or Administrators, to and for his and her own Use and Benefit, for and during such Time, as he, she, or they shall perform their Covenant herein after contained, for the Maintenance of the said *F. P.* and subject to the Proviso herein after contained touching the same; and from and immediately after the Death of the said *F. P.* then upon this further Trust, that he the said *D.* his Executors, Administrators or Assigns, shall and do transfer and assign the said several *South-Sea* Annuity-Stocks of 210*l.* and 105*l.* 10*s.* and all the then future Dividends, Interest and Produce thereof, unto the said *B.* and *C.* his Wife, and the Survivor of them, his and her Executors, Administrators and Assigns, to and for his and their own Use and Benefit; subject nevertheless to the Proviso herein after contained, *viz.* **Provided always** and these Presents are upon this express Condition nevertheless, that if they the said *B.* and *C.* his Wife, or one of them, or the Survivor of them, his or her Executors or Administrators, shall not from the Day of the Date hereof, at his, her or their own proper Costs and Charges from Time to Time, and at all Times find, provide and allow the said *F. P.* during his natural Life, as well with good and wholesome Meat and Drink, as also with Washing and Lodging, and all Manner of Wearing Apparel, of what Nature or Kind soever, suitable and convenient; as likewise with all other Necessaries whatsoever, both in Health and Sicknes, as shall be proper and requisite, and as shall be by him the said *F. P.* at all or any Time or Times, during his Life, reasonably required; then in any or either of the Cases aforesaid, upon this further Trust, that he the said *D.* his Executors, Administrators or Assigns, shall and do from thenceforth, upon his or their Receipt of the Dividends and Produce of the said several *South-Sea* Annuity-Stocks, pay and apply the same to the said *F. P.* and his Assigns, during his natural Life, to and for his and their own Use, Benefit and Dispose; any Thing herein contained to the contrary thereof in any wise notwithstanding. **And** the said *B.* (in Consideration

As to the Brother and Sister's Agreement for finding Assignor with all Necessaries, during his Life. As to Assigning the Annuities to the Trustee by Assignor.

Declaration, &c.

Trusts, &c.

Proviso.

Subsequent Trust.

deration of the said several Annuities so transferred to the said *D.* in Trust for the said *A.* ^{Brother's} and *C.* his Wife, in Manner as aforesaid, and for other good Considerations him moving) ^{Covenant to} doth for himself, and for the said *C.* his Wife; and for their respective Executors, and Ad- ^{find Main-} ministrators, covenant, promise and agree to and with the said *D.* his Executors, Admini- ^{tenance, &c.} strators and Assigns by these Presents, that they the said *B.* and *C.* his Wife, or one of them, their or one of their Executors or Administrators, at his, her and their own proper Costs and Charges, shall and will from henceforth, from Time to Time, and at all Times here- after, find, provide and allow him the said *F. P.* during his natural Life, as well with good and wholesome Meat and Drink, as also with Washing and Lodging, and all Manner of Wearing Apparel, of what Nature or Kind soever, suitable and convenient; as likewise with all other Necessaries whatsoever, both in Health and Sickness, as shall be proper and re- quisite, and as shall be by him the said *F. P.* at all or any Time or Times reasonably re- quired; and that they the said *B.* and *C.* his Wife, or one of them, their or one of their Ex- ecutors or Administrators, at his, her, or their own proper Costs and Charges, upon the Death of the said *F. P.* shall cause his Body to be decently buried at such Place, and in Manner as he at any Time before his Death shall direct or appoint, so as the Expence or Charge thereof do not exceed in the whole the Sum of —: ^{Trustee in-} ^{dennified.} **Provided, and lastly,** it is hereby agreed, declared and intended, that it shall and may be lawful to and for the said *D.* his Executors, Administrators and Assigns, in the first Place by and out of the Dividends, Interests and Produce of the said *South-Sea* Annuity-Stocks so transferred to and vested in him and them as aforesaid, to deduct and retain to him and themselves, all such Costs, Charges, Expences and Damvges, as he, they, or any of them shall pay, expend, sustain, or be put unto, in Respect or on Account of Prosecution and Performance of the several Trusts hereby in him and them reposed, and that he or they shall not be chargeable with or answerable for any more of the said Trust-Monies, than what he or they shall actually receive, nor for any casual Loss thereof, unless it be by or through his or their wilful Neglect or Default; any Thing, &c. **In Witness, &c.**

Declaration of Trust of Bank Stock.

THIS Indenture, made, &c. **Between** *W. P. W.* of, &c. of the one Part, and *T. F.* of, &c. of the other Part. **Whereas** upon or about the 22d Day of *February* last past; the Sum of 10000 *l.* was subscribed in the Name of the said *W. P. W.* into the Stock of the Governor and Company of the Bank of *England*, pursuant to her Majesty's Com- mission under the Great Seal of *Great Britain*, dated the 16th Day of the Month of *February*, 1708, authorising Subscriptions to be taken for enlarging the said Stock: **And whereas** the Name of the said *W. P. W.* as to 8000 *l.* Part of the said 10000 *l.* so subscribed as afore- said, was made use of *In Trust*, and for the only Benefit and Advantage of the said *T. F.* his Executors and Assigns, and the Sum of 2000 *l.* only Residue of the said Sum of 10000 *l.* so subscribed as aforesaid, was to be for the only Benefit and Advantage of the said *W. P. W.* his Executors, Administrators and Assigns: **And whereas** although the Receipts have been taken in the Name of the said *W. P. W.* for all such Payments as have been already made into the Bank of *England*, in Respect of the said 10000 *l.* so subscribed as aforesaid, *Yet in Truth* the said *T. F.* hath, with his own Money from Time to Time, actually paid all the Payments, that have been hitherto made into the said Bank of *England*, in Respect of the same Sum of 8000 *l.* Part of the said Sum of 10000 *l.* so subscribed as aforesaid; **And** the said *W. P. W.* hath with his own Money from Time to Time, actually paid all the Pay- ments, that have hitherto been made, into the said Bank of *England*, in Respect of the said Sum of 2000 *l.* Residue of the said Sum of 10000 *l.* so subscribed as aforesaid: **And whereas** on or about the, &c. the Sum of 2000 *l.* was subscribed in the said Bank of *England*, pursuant to the said Commission in the Name of — but in Trust for the only Benefit of the said *T. F.* and the said *T. F.* hath actually paid all such Payments, that have hitherto been made, into the said Bank, in Respect of the said 2000 *l.* **And whereas** it is agreed by and between the said *W. P. W.* and *T. F.* that the said *T. F.* his Executors or Administrators, shall procure the said — his Executors or Administrators, to assign and transfer the said Sum or Stock of 2000 *l.* of the said Subscriptions in the said Bank of *England*, so subscribed in the Name of the said — but *In Trust* for the said *T. F.* as afore- said, unto the said *W. P. W.* his Executors, Administrators or Assigns, to his and their own proper Use, in full Satisfaction of the said Sum of 2000 *l.* Residue of the said Sum of 10000 *l.* so subscribed in the Name of the said *W. P. W.* as aforesaid, and the said *W. P. W.* shall declare a Trust for the said *T. F.* his Executors, Administrators and Assigns, as to the said whole Sum of 10000 *l.* so subscribed as aforesaid: **Now this Indenture witnesseth,** that in Pursuance of the said Agreement, and for and in Consideration that the said *T. F.*

hath promised and agreed to procure his said Trustee the said ——— to procure and transfer unto the said *W. P. W.* his Executors, Administrators and Assigns, the said Sum or Stock of 2000 *l.* in the said bank of *England*, so subscribed in the Name of the said ——— as aforesaid, **He** the said *W. P. W.* for himself, his Heirs, Executors and Administrators, **Doth** declare and covenant to and with the said *T. F.* his Executors, Administrators and Assigns, by these Presents, in Manner following, (that is to say) That he the said *W. P. W.* his Executors and Administrators, shall from henceforth stand possessed of the said whole Sum of 10000 *l.* so subscribed in the Name of the said *W. P. W.* as aforesaid; **In Trust** and for the sole and only Benefit and Advantage of the said *T. F.* his Executors, Administrators and Assigns; **And also** that the said *W. P. W.* his Executors, and Administrators shall and will permit and suffer the said *T. F.* his Executors, Administrators and Assigns, from Time to Time, and at all Times hereafter, peaceably and quietly to have, take and receive to his and their own Use and Uses, all the Profits, Interest and Proceed of the said Sum of 10000 *l.* so subscribed as aforesaid, **And** from Time to Time to give Receipts, Acquittances, or other Discharges for the same, in the Name or Names of the said *W. P. W.* his Executors or Administrators, and shall and will at any Time or Times hereafter, at the reasonable Request, Cost and Charges of the said *T. F.* his Executors, Administrators or Assigns, make, do and execute all and every such lawful and reasonable Act and Acts whatsoever for the Assigning, and in due Manner, and according to the Custom or Course in those Cases used, Transferring the said Use or Stock of 10000 *l.* so subscribed as aforesaid, and every Part thereof, and all the Benefit and Advantage thereof, unto the said *T. F.* his Executors, Administrators and Assigns, as he the said *T. F.* his Executors or Administrators, shall by Writing under his or their Hands and Seals, appoint or direct; **And** the said *T. F.* for himself, his Heirs, Executors and Administrators, doth covenant with the said *W. P. W.* his Heirs, Executors and Administrators, that he the said *T. F.* his Heirs, Executors and Administrators or some or one of them, shall and will from Time to Time, and at all Times hereafter, save, keep harmless and indemnified the said *W. P. W.* his Executors and Administrators, and his and their Goods and Chattels, Lands and Tenements, of and from all Costs, Charges, Damages and Expences whatsoever, which he, they, or any of them, shall at any Time or Times hereafter, bear, pay, sustain, or be put unto, for or by Reason or Means, or upon Account of, or any ways relating to his the said *W. P. W.*'s Name being used in the said Subscription of the said Sum of 10000 *l.* or in any Acquittance or Acquittances, Receipt or Receipts, or other Discharge or Discharges, which at any Time or Times hereafter shall be given in the Name or Names of the said *W. P. W.* his Executors or Administrators as aforesaid; and also that he the said *T. F.* his Executors or Administrators, but at the proper Costs and Charges of the said *W. P. W.* his Executors or Administrators, procure his said Trustee the said ——— his Executors or Administrators, in due Manner and according to the Custom or Course in those Cases used, to assign, and transfer unto the said *W. P. W.* his Executors or Administrators, to his and their own proper Use and Behoof, the said Sum or Stock of 2000 *l.* so subscribed in the Name of the said ——— as aforesaid. **In Witness, &c.**

Declaration of Trust of an Exchequer Annuity.

THIS Indenture made, &c. **Between** *T. F.* of, &c. of the one Part, and *A. B.* of the other Part. **Whereas** upon an Act of Parliament, Intituled an Act for continuing an Additional Subsidy of Tonnage, &c. and for Settling and Establishing a Fund thereby, and by other Ways and Means for Payment of Annuities to be sold for Raising a further Supply to her Majesty for the Service of the Year, &c. and other Uses therein mentioned, the said *T. F.* by the Hands of the said *A. B.* hath paid into her Majesty's Receipt of Exchequer the several Sums of, &c. being the first and second Payments advanced by the said *T. F.* for the Purchase of an Annuity of 500 *l. per Ann.* for the Term of 99 Years in the said Act mentioned: **And whereas** the said several Sums of, &c. were paid into the said Receipt of the Exchequer, in the Name of the said *A. B.* **Now this Indenture witnesseth,** that the said *A. B.* **Doth** hereby for himself, his Executors and Administrators, declare and agree, that the said Sum of ——— &c. so paid into the said Receipt of the Exchequer as aforesaid, were not the proper Monies of the said *A. B.* and that the Name of the said *A. B.* as to the said Payments so already made, and also as to the said Purchase of the said Annuity of 500 *l. per Ann.* and likewise as to the future intended Payments herein after to be made, in Relation to the said Annuity of 500 *l. per Ann.* was and is agreed and intended to be made use of in Trust only for the said *T. F.* his Executors, Administrators and Assigns; **And** for Enabling the said *T. F.* his Executors, Administrators and Assigns, from time to Time to receive the Accruing Payments of the said Annuity, the said *A. B.* doth hereby for himself, his Heirs, Executors and Administrators, covenant and agree to and with the said *T. F.*

T. F. his Executors, Administrators and Assigns, that it shall and may be lawful to and for the said *T. F.* his Executors, Administrators and Assigns, from Time to Time, to subscribe and set the Name or Names of him the said *A. B.* his Executors or Administrators, to any Receipt or Acquittance, which shall at any Time hereafter be made or given, for any Arrears or Payments that shall hereafter grow due or become payable of the said Annuity of 500 *l. per Ann.* or in case it shall be thought necessary, that he the said *A. B.* his Executors or Administrators, shall from Time to Time sign and subscribe such Receipt: **And further,** that he the said *A. B.* his, &c. shall and will at any Time, &c. at the reasonable Request, &c. such Assignment or Conveyance of the said Annuity of 500 *l. per Ann.* or of any Part thereof, unto the said *T. F.* his, &c. or unto such Person or Persons, as he or they shall by Writing or Writings under his or their Hands and Seals, to be attested by two or more credible witnesses, direct or appoint, free from any Incumbrance made or to be made by the said *A. B.* his Executors or Administrators, or any of them, so as for the doing thereof, no Person or Persons be compelled or compellable to travel from the Place or Places of his or their Abode or Dwelling, and so as that such Assignment or Conveyance contain or imply no further or other Warranty or Covenants than against the respective Acts of the Party or Parties executing the same. **And** the said *T. F.* doth hereby for himself, his Heirs, Executors and Administrators, covenant with the said *A. B.* his Executors and Administrators, that he the said *T. F.* his Heirs, &c. shall and will at all Times hereafter, save and keep harmless and indemnified the said *A. B.* his Heirs, Executors and Administrators, and his and their Goods and Chattels, Lands and Tenements, of and from all Costs, Charges, Damages and Expenses which he the said *A. B.* his Heirs, Executors or Administrators, may or shall at any Time hereafter suffer, sustain, or be put unto, for or by Reason, or upon Account of the Trust, or of the Name of the said *A. B.* being made use of for the Benefit of the said *T. F.* as aforesaid. **In Witness, &c.**

Declaration of the Interest of 1500 l. East-India Bonds, in Trust for a Person, during her Life.

THIS Indenture Tripartite made, &c. **Between** the Right Honourable C. Countess Dowager of *W.* and *H.* of the first Part, the Honourable *E. E.* of, &c. Widow of the second Part, and *M. B.* of, &c. Spinster, of the third Part. **Whereas** the said C. Countess Dowager hath this Day deposited into the Hands of the said *H.* severall *East-India Bonds* for several Sums of Money, in the whole amounting to 1500 *l.* Principal Money, as by, &c. **Now this Indenture witnesseth,** that for and in Consideration that the said *M. B.* hath, by Indenture *Tripartite*, dated herewith, released all the Right and Interest, of and to 1000 *l.* Capital *South-Sea Stock*, and all the Interest, Profits, Proceed and Dividends thereof, unto the said *H. E.* **In Trust** for the said *C. D.* **It is hereby agreed and declared** by and between the said Parties to these Presents, that the said *East-India Bonds* securing 1500 *l.* as aforesaid, and so deposited in the Hands of the said *H. E.* as aforesaid, were so deposited in the Hands of the said *H. E.* as aforesaid, **Upon Special Trust** and Confidence, that she the said *H. E.* her Executors and Administrators, shall and **Do** from Time to Time, during the natural Life of the said *M. B.* receive and take the Interest of the said *East-India Bonds*, as the same shall from Time to Time grow due and payable; and shall pay or cause to be paid all such Interest so from Time to Time grown due and payable, and shall pay or cause to be paid all such Interest so from Time to Time received, as and when the same shall be received, unto the said *M. B.* and her Assigns, for and during the Term of her natural Life; **And** immediately from and after the Decease of the said *M. B.* and Payment of all the Arrears of the said Interest which shall happen to incur and become due in her Life-time upon the said Bonds; **Then upon Trust,** that she the said *H. E.* her Executors or Administrators, shall deliver up all the said *East-India Bonds* unto the said C. Countess Dowager of *W.* and *H.* her Executors or Administrators, for her and their own Use and Benefit; she the said *H.* her Executor and Administrators, first thereof deducting all her and their reasonable Costs and Charges in the Execution of the Trust hereby in her reposed; **And** the said C. Countess Dowager of *W.* and *H.* for herself, her Heirs Executors and Administrators, **Doth** covenant with the said *M. B.* her Executors, Administrators or Assigns, by these Presents, that in case at any Time hereafter, by the Lowering of the Interest of the *East-India Bonds*, the Interest of the same Bonds shall not amount to 60 *l. per Ann.* that then she the said C. Countess Dowager, her Heirs, Executors or Administrators, shall and will from Time to Time, and at all times hereafter, during the Lifetime of the said *M. B.* make good and pay unto the said *M. B.* or her Assigns, so much lawful Money as shall make up such Interest of the said *East-India Bonds* full 60 *l. per Ann.* **In Witness, &c.**

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Declaration of Trust of South-Sea Stock.

Memozandum, I *W. P. W.* of, &c. Esq; Do hereby acknowledge and declare, that I am possessed of 5000 *l.* Stock in the *South-Sea* Company, and that the same was transferred to me in Trust, and for the only Benefit and Advantage of the said *T. F.* of *D. &c.* Esq; his Executors, Administrators and Assigns, and that the same *South-Sea* Stock of 5000 *l.* was purchased with the proper Monies of the said *T. F.* and that my Name as to the said 5000 *l.* *South-Sea* Stock, and all the Interest, Profit and Produce thereof, from henceforth to accrue or grow due, is made use of in Trust only for the said *T. F.* his Executors and Administrators; And I the said *W. P. W.* do hereby for myself, my Heirs, Executors and Administrators, covenant with the said *T. F.* his Executors and Administrators, that I the said *W. P. W.* my Executors and Administrators, shall and will at any Time hereafter, at the Request, Costs and Charges of the said *T. F.* his Executors or Administrators, assign and transfer the said 5000 *l.* *South-Sea* Stock, unto the said *T. F.* his Executors or Administrators, or unto such other Person or Persons, as he or they, or any of them shall direct or appoint, under his or their Hands. *In Witness, &c.*

Declaration of Trust of East-India Stock.

THIS Indenture made, &c. Between *W. P. W.* of, &c. Esq; of the one Part and *T. F.* of, &c. Esq; of the other Part. *Whereas* *M. H.* of *London*, Merchant, Did on or about the 13th day of *February* last past transfer to the said *W. P. W.* 3000 *l.* Stock in the united *East-India* Company: And whereas *A. H. Sen.* on or about the 25th of *October* last past, transferred to the said *W. P. W.* the like Stock of 3000 *l.* in the said united *East-India* Company, as by the said two several Transfers duly entered in the Book or Books of the said Company, Relation being thereunto had, may appear: Now this Indenture witnesseth, that the said *W. P. W.* Doth hereby acknowledge and declare, that the said 3000 *l.* and 3000 *l.* Stock, amounting together to 6000 *l.* Stock in the said united *East-India* Company, was transferred to him the said *W. P. W.* by the said *M. H.* and *A. H.* respectively as aforesaid; In Trust, and for the only Benefit and Advantage of the said *T. F.* his Executors, Administrators and Assigns; And that the same *East-India* Stock of 6000 *l.* was purchased with the proper Monies of the said *T. F.* and that the Name of him the said *W. P. W.* as to the said 6000 *l.* *East-India* Stock, and all the Dividends, Profits, and Produce thereof, was and is made use of in Trust, and for the only Benefit and Advantage of the said *T. F.* his Executors, Administrators and Assigns; And the said *W. P. W.* doth hereby for himself, his Heirs, Executors and Administrators, covenant with the said *T. F.* his Executors and Administrators, that he the said *W. P. W.* his Executors or Administrators, shall and will at any Time hereafter, at the Request, Costs and Charges of the said *T. F.* his Executors or Administrators, assign and transfer the said 6000 *l.* *East-India* Stock, unto the said *T. F.* his Executors or Administrators, or unto such other Person or Persons, as he or they, or any of them, shall direct or appoint, under his or their Hands in Writing; And the said *W. P. W.* doth hereby empower the said *T. F.* his Executors or Administrators, from Time to Time to receive the Interest, Produce or Dividends of the said 6000 *l.* Stock; And that he the said *T. F.* shall and may from Time to Time sign Receipts for the same in the Name of the said *W. P. W.* And that he the said *W. P. W.* shall and will at the Request of the said *T. F.* sign Receipts for the said Interest, Produce or Dividends of the said 6000 *l.* Stock. And the said *T. F.* for himself, his Heirs, Executors and Administrators, doth covenant with the said *W. P. W.* his Heirs, Executors and Administrators, that he the said *T. F.* his Heirs Executors or Administrators, shall and will from Time to Time, and at all Times hereafter, save, keep harmless and indemnified the said *W. P. W.* his Heirs, Executors and Administrators, of, from against all Losses, Costs, Charges, Suits, Forfeitures, Damages and Expences whatsoever, which he or they, or any of them, shall or may at any Time hereafter suffer or be put unto, bear, pay or sustain, by Reason or Means, or upon Account of his the said *W. P. W.*'s Name being made use of, In Trust for the said *T. F.* as aforesaid; And that he the said *W. P. W.* his Heirs, Executors and Administrators, shall not in any wise be liable or accountable for any more Monies, any ways relating to or concerning the said 6000 *l.* Stock, or any the Interest, Produce or Dividends thereof, that then it shall be actually received by the said *W. P. W.* his Executors or Administrators: *Provided* also, and it is hereby agreed, that the said *W. P. W.* assigning or authorizing the said *T. F.* to assign such Receipts as aforesaid, in the Name of the said *W. P. W.* shall no ways charge or be made use of to charge the said *W. P. W.* his Heirs, Executors or Administrators, or any of them, with Monies mentioned in such Receipts, or any Part thereof. *In Witness, &c.*

Defeasances.

Defeasance of a Statute-Staple.

THIS Indenture made, &c. **Between** J. F. of, &c. and R. C. of, &c. **Witnesseth.** That the said R. C. by a certain Recognizance of the Nature of a Statute-Staple, taken and sealed before Sir J. H. Knt. Lord Chief Justice of *England*, bearing Date, &c. standeth and is bound unto the said J. F. in the Sum of 300 l. of lawful Money of *Great Britain*, payable as by the said Recognizance more at large appeareth; nevertheless the said J. F. is contented and agreed, and doth covenant, promise and grant for himself, his Heirs, Executors and Administrators, to and with the said R. C. his Heirs, Executors and Administrators, and to and with every of them by these Presents, That if the said R. C. his Heirs, Executors or Administrators, or any of them, do pay or cause to be paid unto the said J. P. his Executors, Administrators or Assigns, or any of them, the Sum of 160 l. of lawful Money of *Great Britain* on the 10th Day of *May* next ensuing the Date hereof without Fraud, that then the said Recognizance shall be utterly void and of no Effect, or else to remain in full Force and Virtue. **In Witness, &c. *Vide postea.***

A Defeasance on a Bond and Judgment.

THIS Indenture made, &c. **Between** T. M. of the *Inner Temple, London*, Gent. of the one Part, and A. N. of the same, Gent. of the other Part: **Whereas** the said A. N. jointly with E. F. late of, &c. did enter into one Bond or Obligation bearing Date the Day next before the Day of the Date of these Presents, conditioned for the Payment of 200 l. on the 18th Day of *March* next; **And Whereas** the said A. N. for the better securing the Payment of the said 200 l. before the Ensealing and Delivery of these Presents, did give a Warrant of Attorney to acknowledge and suffer one Judgment to be entered upon Record against him the said A. N. in his Majesty's Court of *Common Pleas* at *Westminster*, as of *Michaelmas* Term next, or any other subsequent Term, for 400 l. Debt, besides Costs of Suit thereupon to be assessed at the Suit of the said T. M. **Now this Indenture witnesseth**, that the said Bond and Judgment is upon and under this Condition following, (*viz.*) That if the said A. N. or E. F. or either of them, their or either of their Heirs, Executors or Administrators shall and do well and truly pay or cause to be paid unto the said T. M. his Executors, Administrators or Assigns, the full Sum of, &c. with Costs of Suit, at or upon the Day of, &c. next; then the said Bond and Judgment is to be void, and the said T. M. thereupon to give a Warrant of Attorney for the Acknowledgment of Satisfaction upon the Record of the said Judgment, and in the mean Time the said T. M. his Executors or Administrators shall not and will not sue forth any Writ or Writs against the said N. his Executors or Administrators, or his or their Lands, Goods or Chattels; but if Default shall be made of or in Payment of the said Sum of 200 l. and the Costs of Suit, or any Part thereof, at the Day and Time aforesaid, then the said T. M. his Executors or Administrators, shall and may take his or their due Course at Law upon the said Judgment in that Behalf provided, and the said Judgment to stand and remain in full Force and Virtue. **In Witness, &c.**

A Defeasance upon an Indenture Tripartite.

THIS Indenture made the 22d Day of *July* in the 2d Year of the Reign of our Sovereign Lord *George*, by the Grace of God King of *Great Britain, France* and *Ireland*, Defender of the Faith, &c. **Between** E. D. of C. J. P. of L. G. G. of R. R. B. of W. and J. N. of *New-Hall* in the County of L. Coroner of the said County, and G. S. of F. in the said County, Gent. late Coroner of the said County, of the one Part, and Sir W. A. Baronet, Son and Heir of Sir B. A. late of the County of E. Baronet, deceased, Sir R. B. of, &c. in the County of L. Baronet, and Dame R. B. his Wife, of the other Part, **Witnesseth**, That whereas they the said Sir W. A. Sir R. B. and Dame R. B. his Wife, by their Deed of Indenture Tripartite, under their Hands and Seals duly executed, bearing Date the 25th Day of *April*, which was in the first Year of his now Majesty's Reign, and made between the said Sir W. A. Sir R. B. and Dame R. his said Wife, of the first Part, the said E. D. J. P. G. G. R. B. J. N. and G. S. of the second Part, and T. B. and E. S. of L. aforesaid, Gent. of the third Part, for the Considerations therein mentioned, have granted, bargained, sold, released, confirmed and conveyed unto them the said E. D. J. P.

G. G. R. B. J. N. and G. S. and their Heirs, all that Tithe Barn of B. within the said Parish of L. and Parcel of the Rectory and Impropriation thereof, and all the Tithes of Corn, Grain, Pulse and Straw whatsoever, yearly arising and growing within the Township of B. aforesaid, and the Reversion and Reversions, Remainder and Remainders thereof, and of every Part and Parcel thereof; **And also** all the Estate, Right, Title, Interest, Use, Property, Claim and Demand whatsoever of them the said Sir W. A. Sir R. B. and Dame R. B. his Wife, of and in the aforesaid Tithe-Barn, Tithe of Corn, Grain, Pulse and Straw, and other the Premises; **To have and to hold** the said Tithe-Barn, Tithe of Corn, Grain, Pulse and Straw, and all other the Premises herein before granted and recited, and every Part and Parcel thereof, their and every of their Appurtenances, unto them the said E. D. J. P. G. G. R. B. J. N. and G. S. their Heirs and Assigns absolutely for ever. **Now this Indenture witnesseth**, that it is covenanted, concluded and conditioned to, and fully agreed, by and between the said Parties to these Presents, that if the said Sir R. B. &c. their Executors, Administrators or Assigns, or any of them, shall on the 29th day of September next ensuing content and pay, or cause to be paid unto them the said E. D. J. P. G. G. R. B. J. N. and G. S. their Executors, Administrators or Assigns, the Sum of 100*l.* which in Michaelmas Term in the Year of our Lord——— was recovered against them at the Suit of one M. N. and shall and do also content and pay unto them at the same Time, all such Costs and Charges as shall be adjudged unto him the said M. N. about the Recovery of the said 100*l.* and likewise if the said Sir R. B. &c. shall and will also content and pay unto them the said E. D. J. P. G. G. R. B. J. N. and G. S. their Executors, Administrators, and Assigns, at or upon the 29th Day of September aforesaid, all such Costs and Charges as they the said E. D. J. P. G. G. R. B. J. N. and G. S. have or shall be put unto, in or about the Defence of the aforesaid Suit, or in or about the Recovery of the said Debt, Costs and Charges of the said Sir N. B. that then the said recited Indenture Tripartite, and every Thing therein contained, shall not only be void and of no Effect, but also that they the said E. D. J. P. G. G. R. B. J. N. and G. S. and their Heirs, shall and will at the Costs and Charges of them the said Sir R. B. and Dame R. and their Heirs, the said Tithe-Barn, Tithe of Corn, Grain Pulse and Straw, and other the Premises, unto them the said Sir R. B. and Dame R. B. and their Heirs, assign, convey and make over in such Manner and Form, as his, her or their Counsel learned in the Law shall advise, devise, or require; any Thing in the said Indenture Tripartite contained to the contrary thereof in any wise notwithstanding. **In witness** whereof the Parties to this present Indenture have hereunto interchangeably set their Hands and Seals the Day and Year first above written.

*A Defeasance upon a Statute excellently well penned; for the Payment of 2000*l.* at the End of Six Months, and 200*l.* per Annum, during Life.*

THIS Indenture made, &c. **Between** B. P. of London, Widow of the one Part, and W. P. of London aforesaid, Esq; Son of the said B. P. of the other Part. **Whereas** the said W. P. hath lately sold and conveyed the Manor of L. in the County of W. and divers Lands thereunto belonging, unto Sir W. P. Knight, and the said B. P. hath joined with him the said W. P. in a Fine thereof levied for that Purpose, Part of which said Manor and Lands of the Value of 200*l.* per Ann. were heretofore settled and assured upon her the said B. for her Life for her Jointure, by W. P. Esq; deceased, her late Husband; **And whereas** the said W. P. is indebted to the said B. P. in the Sum of 2000*l.* of lawful Money, &c. which hath remained in his Hands for some Years last past, and by Agreement between them the said W. P. hath hitherto paid the Sum of 100*l.* per Ann. as Interest or Consideration for the forbearance of the said Money, and is still ready and willing to pay the like Sum so long as the said 2000*l.* remains in his Hands; **And whereas** the said W. P. by one Recognizance or Writing obligatory, of the Nature of a Statute-Staple, bearing Date, &c. taken and acknowledged before Sir T. P. Knight, Lord Chief Justice of his Majesty's Court of King's Bench at Westminster, according to the Form of the Statute in that Case made and provided for the Recovery of Debts, stands bound unto the said B. P. in 5000*l.* of, &c. payable as by the said recited Recognizance or Writing obligatory more plainly may appear. **Now this Indenture witnesseth**, That the said B. P. is contented and pleased, and doth for herself, her Executors and Administrators, covenant, promise, grant and agree to and with the said W. P. his Heirs, Executors, Administrators and Assigns, and to and with every of them, by these Presents, that if the said W. P. his Heirs, Executors, Administrators or Assigns, or any of them, do pay or cause to be paid, unto the said B. P. or her Assigns, the Sum of 200*l.* of, &c. yearly, for and during the natural Life of her the said B. at two usual Feasts or Terms in the Year, (*viz.*) the Feast of St. Michael the Archangel, and the Annunciation of the blessed Virgin Mary, by even and equal

equal Portions, or within twenty-one Days next after either of the said Feasts, the first Payment thereof to begin at the Feast of, &c. now next ensuing, or within twenty-one Days next after the said Feast, and likewise if the said *W. P.* his Heirs, Executors or Administrators, or any of them, do and shall well and truly pay, or cause to be paid, unto the said *B. P.* her Executors, Administrators or Assigns, the Sum of 2000*l.* of lawful Money of, &c. within six Months next after Notice or Warning given to that Purpose to the said *W. P.* his Heirs, Executors or Administrators, by any Writing to be subscribed and sealed by the said *B. P.* her Executors or Administrators, in the Presence of two credible Witnesses, and shall in the mean Time until the Payment of the said 2000*l.* pay, or cause to be paid, unto the said *B. P.* her Executors, Administrators or Assigns, after the Rate of 100*l.* per Ann. according to the Agreement aforesaid, the same to be paid by 50*l.* every half Year, and the first Payment thereof to be made on the Feast-Day of, &c. or within twenty-one Days next after the said Feast now next ensuing the Date hereof; that then the said recited Recognizance or Writing obligatory shall be void and of none Effect, or else the said *W. P.* for himself, his Heirs, Executors and Administrators, covenanteth and granterh by these Presents, that the said Recognizance or Writing obligatory shall stand and remain in full Force and Virtue. *In Witness, &c.*

A Defeasance on Lands forfeited.

THIS Indenture, made, &c. Between *J. F.* of the one Part, and *R. C.* of the other Part Witnesseth, That whereas the said *R. C.* by his Indenture, bearing Date, &c. for the Considerations therein mentioned, did give, grant, bargain, sell and confirm unto the said *J. F.* his Heirs and Assigns, all his Lands, &c. with the Appurtenances in the County of *S.* in which said Indenture there is a Condition or Proviso to this Effect, That if the said *R. C.* his Heirs or Assigns, or any of them, should on or before the — Day, &c. well and truly pay, or cause to be paid, unto the said *J. F.* his Executors, Administrators or Assigns, the full Sum of, &c. that then and from thenceforth the said recited Indenture, and every Covenant, &c. therein contained, shall be utterly void and of no Effect, as by the said Indenture doth more at large appear: Which said Sum of, &c. was not paid at the Day and Time by the said Indenture limited for the Payment thereof, according to the Effect of the said Proviso: By Reason whereof the said Lands, &c. in the said Indenture mentioned, are absolutely vested and settled in the said *J. F.* yet nevertheless the said *J. F.* is contented and pleased, and doth hereby covenant and grant to and with the said *R. C.* his Heirs and Assigns, that if he the said *R. C.* his Heirs or Assigns, or any of them, do well and truly pay, or cause to be paid, unto the said *J. F.* his Executors, Administrators or Assigns, the full Sum of, &c. that then and from thenceforth the said recited Indenture shall be utterly void and of no Effect; the Breach made by Nonpayment of the said Sum of, &c. in the aforementioned Proviso contained, or any other Thing therein to the contrary notwithstanding. And also on full Payment of the said Sum of, &c. at any Time within five Years next following, he the said *J. F.* his Heirs and Assigns, shall and will, at the reasonable Request, Cost and Charges in the Law of the said *R. C.* his Heirs or assigns, convey and assure unto the said *R. C.* for ever, the said Lands, &c. with the Appurtenances in the said recited Indenture mentioned, in such Manner and Form as by the said *R. C.* his Heirs or Assigns, or his or their Counsel learned in the Law, shall be reasonably devised, advised or required. And also that he the said *J. F.* his Heirs or Assigns, shall deliver or cause to be delivered, unto the said *R. C.* his Heirs or Assigns, within two Months next after Payment made, all Deeds, Evidences and Writings, which the said *J. F.* hath, touching or concerning the Premises, safe, whole, uncanceled and undefaced. *In Witness, &c.*

Another Defeasance upon a Statute-Staple.

THIS Indenture, &c. Between *T. A.* of *H.* in the County of *S.* Esq; of the one Part, and *R. C.* of *C.* in the County of *S.* Gent. of the other Part, Witnesseth, That whereas the said *R. C.* hath acknowledged before the Right Honourable Sir *T. P.* Knight, Lord Chief Justice of, &c. one Recognizance or Statute-Staple, of the Sum of 500*l.* unto the said *T. A.* bearing equal Date with these Presents: Nevertheless it is agreed between the said Parties, and the said *T. A.* doth for himself, his Heirs, Executors and Administrators, covenant and grant, to and with the said *R. C.* his Heirs, Executors and Administrators, by these Presents, That if the said *R. C.* his Heirs, Executors or Administrators, or any of them, do well and truly pay, or cause to be paid unto the said *T. A.* his Executors, Administrators or Assigns, the Sum of 260*l.* of lawful, &c. at or in the now Dining-Hall of *C.* Inn in *L.* in and upon the last Day of *J.* next ensuing the Date of

of these Presents; then the said Statute shall be utterly void and of no Effect; any Thing therein contained to the contrary notwithstanding. **And also**, that then he the said *T. A.* his Executors, Administrators or Assigns, shall and will deliver the said Statute to the said *R. C.* his Heirs, Executors or Administrators, to be cancelled and discharged. But if Default of Payment be made of the said sum of 260 *l.* in Form aforesaid, then the same Statute to remain in full Force and effect. **In Witness, &c.**

A Defeasance upon a Statute for warranting an Annuity.

THIS Indenture, made, &c. **Between** *A. B.* of the one Part, and *C. D.* of the other Part, **Witnesseth**, That whereas the said *A.* by one Writing or Deed of Annuity of the same Date with these Presents, hath given, granted and confirmed unto the said *B.* for the Consideration therein specified, one Annuity or yearly Rent of, &c. issuing and going out of all and singular the Lands, Tenements, &c. **To have, hold and enjoy**, and yearly to receive the said Annuity or yearly Rent of, &c. as by the said Deed of Annuity more at large doth and may appear; **And whereas** the said *A.* by one Statute or Recognizance of the same Date also with these Presents, taken, acknowledged and sealed, &c. is holden and standeth bound to the said *B.* in the sum of, &c. payable as by the said Statute or Recognizance may also appear: **Nevertheless**, the said *B.* is contented and agreed, and by these Presents for him, his Executors, Administrators and Assigns, doth covenant and grant to and with the said *A.* his Heirs, Executors and Assigns, and to and with every of them, that if the said *A.* the Day of the Date of these Presents, be and standeth solely seised of a good and perfect Estate of Inheritance in Fee-simple, of and in all the said Lands and all other the Premises before in the said Deed of Annuity mentioned, and hath full Power and Authority in his own Right to give and grant the said Annuity of, &c. to the said *B.* his Executors and Assigns, for and during the said Term of Years, as in the said Deed is limited and expressed; **And also**, if the said *B.* his Executors and Assigns, and every of them, do or may from henceforth peaceably and quietly have, receive, take, levy and enjoy the said Annuity of, &c. out of the Lands, &c. and all other the Premises expressed in the said Deed, at the Days and Times of Payment appointed in the said Deed, for and during the Term of Years above specified, without any Lett, Trouble, Denial, Disturbance or Contradiction of the said *A.* his Heirs, Executors or Assigns, or any of them, or any other Person or Persons whatsoever, and without any Act or Acts, or other Incumbrance committed or done, or to be done, by the said *A.* his Heirs, Executors or Assigns, which shall or may in any wise during the said Term be or grow to the Prejudice, Hurt or Hindrance of the said *C. D.* his Executors or Assigns, in having, receiving or enjoying the said Annuity, or any Part thereof, according to the true Meaning of the said Deed; **And also**, if the said Annuity shall begin and be made at the Feast of, &c. next coming; that then the same Statute or Recognizance shall be void, &c.

Upon a Statute for Payment of Money.

THIS Indenture made the Day, &c. **Between** *A. B.* of, &c. of the one Part, *C. D.* of, &c. of the other Part: **Whereas** the said *C. D.* by his Recognizance, Writing obligatory, or Statute-Merchant, taken, sealed and acknowledged at *S.* before *R. F.* Mayor of the said Town of *S.* and *T. O.* Clerk of the said Town, assigned for the Taking and Acknowledging of Statutes there, is and standeth firmly holden and bound unto the said *A. B.* in the Sum of, &c. of good and lawful Money of *Great Britain*, payable unto the said *A. B.* his Executors, Administrators or Assigns, in or upon the Feast-Day of, &c. next ensuing the Date thereof, as by the said Recognizance, Writing Obligatory or Statute-Merchant, more fully appears: **Now this Indenture witnesseth**, that the said *A. B.* for him, his Executors and Assigns, doth covenant, grant and agree to and with the said *C. D.* his Heirs, &c. and with every of them by these Presents, that if the said *C. D.* his Heirs, Executors or Administrators, or any of them, shall and do well and truly, without any Fraud, Deceit, or Collusion, content, satisfy and pay, or cause to be contented, satisfied and paid, unto the said *A. B.* his, &c. the several sums of Money hereafter in these Presents mentioned, at such Days, places and Times, and by and under such Condition and Conditions as hereafter in these Presents are expressed and mentioned; that is to say, in or upon the Feast-Day of, &c. at, &c. if *E. B.* Daughter of the said *A. B.* or any Issue of her Body lawfully to be begotten by *N. D.* Son and Heir apparent of the said *C. D.* shall be then in full Life, the full Sum of, &c. that then the said Recognizance, Writing obligatory, or Statute-Merchant, taken, sealed and acknowledged, as aforesaid, shall be utterly void and of no Effect; or else to stand, remain, continue, and be in full Force, Strength and Virtue.

Upon

Upon a Recognizance with a Condition.

THIS Indenture made the Day, &c. **Between** the Right Honourable Sir *W. C.* Knight of the most Noble Order of the Garter, Baron of *B.* &c. of the one Part, and the Right Honourable *E.* Earl of *O.* &c. of the other Part, **Witnesseth, That** whereas the said Earl standeth bound to the said *W.* Baron of *B.* by one Recognizance bearing Date, &c. and inrolled in the King's Majesty's Court of Chancery, in the Sum of 4000 *l.* of good and lawful Money of *Great Britain*, to be paid to the said Baron at the Day limited and expressed in the same, as by the same Recognizance more at large appeareth; **The** said Baron of *B.* for him, his Executors, &c. doth covenant, grant and agree to and with the said Earl, his Heirs, &c. That if the said Earl, his Heirs, Executors and Administrators, shall and do well and truly observe, perform, fulfil and keep all and singular the Covenants, Grants, Articles and Agreements comprised and specified in one Pair of Indentures, bearing Date, &c. made between him the said Baron of *B.* and the said Earl of *O.* as on the Part and Behalf of the said Earl, his Heirs, Executors or Administrators, are and ought to be observed, performed, fulfilled and kept, according to the true Intent and Meaning of the said Indentures, that then the said Recognizance shall be utterly void and of no Effect. **And further,** the said *W.* Baron of *B.* for him, his Executors, &c. doth covenant, grant and agree by these Presents, to and with the said Earl, his Heirs, Executors and Administrators, That if the Lady *A.* now Countess of *O.* Wife to the said Earl, and Daughter to the said Baron of *B.* do die, no Action, Suit or Execution thentofore at any Time commenced, taken or sued, in or upon the said Recognizance for the said Sum of 4000 *l.* nor any Parcel thereof, that then and from thenceforth the said Recognizance shall be utterly void and of no Effect. **In Witness,** &c.

A Defeasance upon a Recognizance in Nature of a Statute-Staple.

THIS Indenture made, &c. **Between** *A. B.* of &c. of the one Part, and *C. D.* of &c. of the other Part: **Whereas**, the said *C. D.* by his Recognizance in the Nature of a Statute-Staple bearing Date with these Presents, and taken and acknowledged before Sir *T. L.* Knt. and Mayor of the Staple, and *J. G.* Esq; Recorder of the City of *L.* is and standeth bound to the said *A. B.* in 4000 *l.* of lawful, &c. payable as by the Statute or Recognizance appeareth: **Now this Indenture witnesseth,** That the said *A. B.* is contented and hath agreed, and by these Presents for himself, his Heirs, &c. **Doth** covenant, promise, grant and agree to and with the said *C. D.* his, &c. That if the said *C. D.* his Heirs, Executors, Administrators and Assigns, and every of them, do and shall well and truly observe, pay, perform, fulfil and keep all and singular the Covenants, Grants, Articles, Payments, Provisions, Conditions and Agreements, and all other Things which on his or their Part and Behalf are to be observed, &c. mentioned and contained in one Pair of Indentures, bearing Date, &c. made between the said, &c. according to the Tenor, Effect and true Meaning of the said Indenture, without Fraud or Guile; That then and at all Times then after the said *A. B.* his Heirs, Executors and Administrators, at the Request of the said *C. D.* his Heirs, &c. shall deliver up the said Statute or Recognizance to be cancelled and made void. **In Witness,** &c.

A Defeasance upon an Indenture to which it relateth.

THIS Indenture made, &c. **Between** *W. L.* of *H.* in the County of *L.* Yeoman, of the one Part, and *J. P.* of *B.* in the said County, Yeoman, of the other Part: **Whereas** the said *J. P.* by his Indenture of Assignment, bearing Date, &c. for the Consideration in the said Indenture of Assignment specified and declared, did demise, grant, set and let over unto the said *W. L.* and his Assigns, one Piece or Parcel of Pasture-Land, called or known by the Name of, &c. containing by Estimation five Acres, be it more or less, in *B.* aforesaid, together with all Ways, Entries, Passages, Waters, Water-Courses, &c. thereunto belonging, or at any Time heretofore known, reputed or taken, as Part or Parcel thereof; **To have and to hold** the said Piece of Pasture-Land, with all and singular the Appurtenances thereof, unto the said *W. L.* his Executors, Administrators and Assigns, from and immediately after the Day of the Decease of the said *J. P.* for and during all the Term, Time and Space, and unto the full End and Term of sixty Years then next following, to be fully compleat and ended, if *W. P. G. P.* and *J. P.* Sons of the said *J. P.* Party to these Presents, or any of them, do fortune so long to live, as in and by the said recited

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Indenture or Assignment, Relation being thereto had, may more at large appear. **Now this Indenture witnesseth**, That the true Intent and Meaning of the said Indenture of Assignment, and of the said Parties thereunto, was, is and shall be, That if the Executors, Administrators or Assigns of the said *J. P.* Party to these Presents, or any of them, do and shall well and truly content, satisfy and pay, or cause to be well and truly, &c. unto the said *W. L.* his Executors or Administrators, or any of them, the full and just Sum of 40*l.* of good and lawful Money of *Great Britain*, within one Year next after the Decease of the said *J. P.* Party to these Presents, at or in the Church-Porch of *W.* in the said County of *L.* if *J. P.* Wife of the said *J. P.* be then living: But if the said *J.* be then departed this Life, then the said 40*l.* to cease to be paid: And that then and from thenceforth after the Day of the Decease of the said *J.* or the Payment of the said 40*l.* which shall first happen, the said Indenture of Assignment, and every Covenant, Article and Clause therein contained, to be utterly void and of no Effect: And that then and from thenceforth the said *W. L.* his Executors or Assigns are to surrender and re-deliver the Assignment to the Executors, Administrators or Assigns of the said *J. P.* Party to these Presents: And that also the Executors, Administrators or Assigns of the said *J. P.* are then to hold and stand and be lawfully possessed of the said Piece of Pasture-Land, with the Appurtenances thereof, during the Remainder of the Term in the said Indenture of Assignment contained; any Thing herein contained to the contrary thereof in any wise notwithstanding. **In Witness, &c.**

Defeasance of a Mortgage in Fee.

THIS Indenture, &c. Between *A. M.* of, &c. of the one Part, and *H. B.* of, &c. and *A.* his Wife, and *D. C.* of, &c. of the other Part. **Whereas** by Indenture of Lease and Release, the Lease bearing Date the Day next before, and the Release bearing even Date herewith, and both executed immediately before these Presents, and made, or mentioned to be made, *Between* the said *H. B.* and *A.* his Wife, and *D. C.* of the one Part, and the said *A. M.* of the other Part, *The said H. B. and A. his Wife*, (in Consideration of the Sum of 200*l.* to them paid by the said *A. M.* and the said *D. C.*) by the Direction and at the Request of the said *H. B.* and *A. his Wife*, and in Consideration of 5*s.* to her paid by the said *A. M.* *Did* grant, bargain, sell, release and confirm unto the said *A. M.* all that Messuage, *(The Parcels, &c. Habendum to and to the Use of the said A. M. his Heirs and Assigns for ever).* **And whereas** the said Indentures of Lease and Release above mentioned to be made to the said *A. M.* by the said *H. B.* and *A. his Wife* and *D. C.* was intended only as a Security for their Payment of the said Sum of 200*l.* being the Consideration Money therein mentioned, and the Interest thereof: **Now this Indenture witnesseth**, and the true Intent and Meaning of the said Indentures and these Presents, and of the Parties to the same, was and is hereby declared to be, and the said *A. M.* **Doth** hereby for himself, his Heirs and Assigns, covenant, grant and agree to and with the said *H. B.* and *A. his Wife*, and the said *D. C.* their Heirs, Executors and Administrators, that if the said *H. B.* and *A. his Wife*, or either of them, their Heirs, Executors or Administrators, or any of them, do and shall well and truly pay or cause to be paid unto the said *A. M.* his Heirs or Assigns, the full Sum of 210*l.* on, &c. without any Deduction or Defalcation for Taxes, Assessments or any other Impositions whatsoever, either ordinary or extraordinary, that then and at any Time then after he the said *A. M.* his Heirs or Assigns, and all Person and Persons claiming the said Premises, in, by or under the said recited Indentures of Lease and Release, or any Part thereof, shall and will at the Request, Cost and Charges of the said *H. B.* and *A. his Wife*, or their Heirs and Assigns, transfer, assign and set over, **All** and singular the said Premises, with the Appurtenances, and every Part and Parcel of the same, so expressed to be granted as aforesaid, together with the said Indentures, unto the said *H. B.* and *A. his Wife*, and *D. C.* and their Heirs, or to whom they shall appoint, discharged of all Incumbrances by him or them done or suffered; **And** that in the mean Time, from and after full Payment and Discharge of the said Sum of 200*l.* and all Interest due thereupon, and until such Assignment be made, he the said *A. M.* and his Heirs, and all Persons standing or being seised of the Premises by, from, or under him or them, should be seised thereof, and of every Part and Parcel thereof, in Trust to and for the sole Use, Benefit and Behoof of the said *H. B.* and *A. his Wife*, and *D. C.* their Heirs and Assigns, or some or one of them, and to and for no other Use, Intent or Purpose whatsoever. **And** the said *H. B.* for himself, his Heirs, Executors and Administrators, doth covenant, promise, grant and agree to and with the said *A. M.* his Heirs and Assigns, by these Presents, that he the said *H. B.* his Heirs, Executors or Administrators, or some or one of them, shall and will well and truly pay or cause to be paid unto the said *A. M.* his Heirs or Assigns, the said Sum of 210*l.* and every Part thereof, on the Day before expressed for the Payment of the same, without making Deductions or Abatements out of the said Sum or any Part thereof, for Taxes, Charges, Assessments, or for any other Cause, Matter, or Thing whatsoever, according

Conveyance
in Fee by
Lease and Re-
lease, from
H. B. and *A.*
his Wife.

The same only
a Security for
the 200*l.*

Covenant,
that if the
Mortgagor
pays 210*l.*
on, &c.

The Mortga-
gee will re-
convey.

From Pay-
ment to the
Assignment
made *A. M.*
to be seised to
the Use of
Mortgagors.

H. B. cove-
nants with
A. M. to pay
the Money.

ording to the true Intent and Meaning of these Presents. And it is hereby declared, concluded and agreed by and between the said Parties, that it shall and may be lawful for the same *H. B.* and *A.* his Wife, and *D. C.* and their Heirs, some or one of them, from Time to Time, and at all Times hereafter, until Default of Payment of the said Sum of 210*l.* or any Part thereof, at the Day before limited and appointed for Payment of the same, to make any Lease, Demise or Grant of all the said Messuage or Tenement, Lands *bona fide*, and that there be reserved upon the same the best and most improved yearly Rent that such Messuage or Tenement, Lands and Premises can truly and *bona fide* be let for; and so as such yearly Rent so to be reserved, be payable and be paid unto the Person or Persons that shall be seised of the Reversion of the said Premises so leased, immediately expectant upon the same Leases so to be made. And lastly, it is declared, concluded and agreed by and between all the said Parties to these Presents, that it shall and may be lawful to and for the said *H. B.* and *A.* his Wife, and *D. C.* and their Heirs, or some or one of them, to have, hold, occupy and enjoy the said Messuage, &c. in and by the recited Indentures mentioned, and to receive and take the Rents, Issues and Profits of the same until Default of Payment of the said Sum of 210*l.* or any Part thereof at the Day before mentioned for Payment of the same, without any Let, Trouble or Disturbance of the said *A. M.* his Heirs or Assigns, and without any Account to him, them or any of them, to be had or given for the same. In Witness, &c.

Power for
Mortgagors;
till Default;
to make
Leases;

And to receive
the Profits of
the Premises.

Defeasance of a Mortgage, and of an Assignment of another Mortgage.

THIS Indenture made, &c. Between *B. P.* of, &c. of the one Part, and *J. C.* of, &c. of the other Part. Whereas, &c. (Recital of a Mortgage from *J. C.* to *B. P.* for 2000 Years; and of a Mortgage from *J. S.* to the said *J. C.* for 1000 Years); Which said Estate and Term of 1000 Years, and the said Indentures of Mortgage, are by Indenture of Assignment, bearing even Date herewith, for the Consideration therein mentioned, assigned to the said *B. P.* his Executors, Administrators and Assigns, subject to the Redemption of, &c. on Payment of, &c. And whereas there is now justly due and owing on the said recited Securities, the Sum of, &c. upon Payment whereof, in Manner as is herein after mentioned, the said *B. P.* is willing, and hath condescended and agreed to assign the said several Securities of 2000 Years, and 1000 Years, to the said *J. C.* or to such Person or Persons as he shall appoint: Now this Indenture witnesseth, and the said *B. P.* doth hereby for himself, his Heirs, Executors and Administrators, covenant, promise, grant and agree, to and with the said *J. C.* his Executors, Administrators and Assigns, that if the said *J. C.* his Executors, Administrators, and Assigns, or any of them, do and shall well and truly pay, or cause to be paid, unto the said *B. P.* his Executors, Administrators or Assigns, the Sum of, &c. of lawful, &c. without Deduction, &c. on the said demised or assigned Premises, that then and in such Case, he the said *B. P.* his Executors, Administrators and Assigns, or some or one of them, shall and will at the Request, Costs and Charges of the said *J. C.* re-assign and convey the Residue of the said several Terms of 2000 Years and 1000 Years to the said *J. C.* his Executors or Administrators, or to such Person or Persons, as the said *J. C.* his Executors, Administrators or Assigns shall appoint, freed and discharged of and from all Incumbrances committed or done by the said *B. P.* his Executors and Administrators. (Covenant from *J. C.* to pay, &c. according to the abovesaid Agreement; Covenant from *B. P.* to *J. C.* for peaceable Enjoyment until Default.) In Witness, &c.

A Defeasance of an Assignment of a Lease from the Dean and Canons of Windsor.

THIS Indenture, &c. Between *S. C.* of, &c. of the one Part, and *F. C.* of, &c. of the other Part. Whereas by Indenture of Lease bearing Date the, &c. and made or mentioned to be made, Between the Dean and Canons of the King's free Chapel of St. George within his Castle of Windsor, of the one Part, and *W. L.* of, &c. of the other Part (under the common Seal of the said Dean and Canons) whereby the Dean and Canons (as well for and in Consideration of the Surrender of a former Lease dated the, &c. by them made and granted unto *T. L.* of, &c. (Father of the said *W. L.*) of the Rectory and Parsonage herein after mentioned, as also for divers, &c.) by their mutual Assent and Consent for themselves and their Successors, Did demise, grant, and to Farm let unto the said *W. L.* All that their Rectory, &c. except, &c. To hold to the said *W. L.* his Executors, &c. at the Rents, &c. And whereas by Deed Poll bearing Date the, &c. under the common Seal of the said Dean and Chapter, Reciting the Lease, &c. (except as therein and herein before mentioned) and that there was contained in the said Indenture of Lease a Covenant or Provision to this Effect; That the said *W. L.* his Executors or Administrators, should not let, alienate,

Recital of
Lease from
the Dean and
Canons of
Windsor to
T. L.

Liberty grant-
ed to *W. L.* to
assign the same
to *S. C.*

The Assign-
ment,

Covenant that
if F. C. pays
S. C.

he will re-
assign.

F. C. cove-
nants to pay
the Money,

and the Rents
to the Dean
and the Ca-
nons.

alienate, or set his or their whole Estate, Term, or Interest, of and in the said Premises, to any Person or Persons, without the special Licence of the said Dean and Chapter or their Successors, first had and obtained in Writing under their common Seal (except by his last Will and Testament) *The* said Dean and Chapter (by their said Deed Poll by their whole and mutual Assent, Consent, free Will and Agreement) *Did* give and grant unto the said *W. L.* their special Licence and Consent to alien, grant, assign and set over unto the said *S. C.* *All* his the said *W. L.*'s whole Estate, Interest and Term of Years, of and in the said Premises or any Part thereof, which was then to come and unexpired; any Covenant, *Proviso*, or Condition in the said Indenture of Demise contained to the contrary thereof notwithstanding, (saving unto the said Dean and Canons and their Successors, the Rents and other Covenants in the said Indenture of Demise reserved and contained, as in and by the said in Part recited Indenture of Lease and Deed Poll, &c.) **And whereas** by Indenture of Assignment bearing Date the, &c. and made between the said *W. L.* of the one Parr, and the said *S. C.* of the other Part (Reciting the said Indenture of Lease made to the said *W. L.* by the said Dean and Canons of the said Rectory, &c. and the said Dean and Canons Licence to the said *W. L.* to alienate and assign the same to the said *S. C.* in Manner as aforesaid) the said *W. L.* (in Consideration of the Sum of 3000*l.* to him paid by the said *S. C.*) *Did* grant, &c. unto the said *S. C.* his, &c. the said Rectory, &c. and all and singular other the Premises granted and demised unto the said *W. L.* by the said Dean and Canons, with their Appurtenances (except as in the said Indenture of Lease is excepted) and all the Estate, &c. of him the said *W. L.* of, in and to the said hereby assigned Premises, by Virue of the said recited Indenture of Lease and Deed Poll, or either of them, or otherwise howsoever, together with the said Indenture of Lease and Deed Poll; *To hold* the said Rectory, &c. unto the said *S. C.* his, &c. from thenceforth for and during all the rest and Residue of the said Term of 21 Years by the said recited Indenture of Demise granted, which was then to come and unexpired, and for and during all such further Term and Terms of Years as would, should, or might be granted or renewed of and in the said Rectory and Parsonage, Tithes and Premises, as in and by, &c. **Now this Indenture witnesseth**, and it is hereby agreed and declared by and between the Parties to these Presents, and their true Intent and Meaning is, and the said *S. C.* for himself, his Heirs, Executors and Administrators, doth hereby covenant and agree to and with the said *F. C.* his Heirs, Executors, Administrators and Assigns, that if he the said *F. C.* his Heirs, Executors or Administrators, shall and do well and truly pay or cause to be paid, unto the said *S. C.* his Executors, Administrators or Assigns, at or in the now Dwelling-House of him the said *S. C.* situate, &c. the full Sum of 3150*l.* of, &c. in Manner following, &c. (*At several Payments*) without making any Deduction or Abatement out of the said Sum of 3150*l.* or any Part thereof, for or in Respect of any Taxes, Charges, Duties, or Assessments charged or imposed, or to be charged or imposed on the said Rectory, &c. so assigned to the said *S. C.* by the said recited Indenture of Assignment as aforesaid, or upon any Part or Parts thereof, or upon the said *S. C.* his Executors, Administrators or Assigns, in Respect thereof, by Authority of Parliament, or by any other Reprisal, Matter, or Thing whatsoever, **Then** he the said *S. C.* his Executors, Administrators or Assigns, shall and will at the Request, Cost and Charges of the said *F. C.* his Heirs, Executors, Administrators or Assigns, assign and transfer **All** the Estate, Right, Term and Interest of him the said *S. C.* his Executors, Administrators or Assigns, of and in the said Rectory, &c. so assigned unto him and them as aforesaid, unto the said *F. C.* his Heirs, Executors, Administrators and Assigns, or unto such Person or Persons as he or they shall direct and appoint, freed and discharged from all Incumbrances made, done, or suffered by the said *S. C.* his Executors, Administrators or Assigns, in the mean Time, so as he, they or any of them, for the doing thereof, be not compelled or compellable to go or travel from his, her or their then Place of Abode or Habitation: **And** the said *F. C.* for himself, his Heirs, Executors, Administrators, and for every of them, doth covenant, promise, grant and agree to and with the said *S. C.* his Executors, Administrators and Assigns, by these Presents in Manner following, (that is to say) That he the said *F. C.* his Heirs, Executors, Administrators or Assigns, shall and will well and truly pay, or cause to be paid, unto the said *S. C.* his Executors, Administrators and Assigns, the said Sum of 3150*l.* at the Times and Place herein before limited and appointed for Payment thereof, without any such Deduction or Abatement as aforesaid, according to the true Intent and Meaning of these Presents; **And also** that he the said *F. C.* his Heirs, Executors or Administrators, shall and will from Time to Time, and at all Times, during the Continuance of the Security hereby made, pay and discharge the several Rents from thenceforth to become due and payable to the said Dean and Canons and their Successors, for or in Respect of the said Premises so by them demised as aforesaid, and also perform all the Covenants, Conditions and Agreements in the said recited Indenture of Demise contained on the Lessee's Part to be performed: **And further**, that he the said *F. C.* his Heirs, Executors and Administrators (upon one Month's Notice to be to him or them given by the said *S. C.*

his Executors, Administrators or Assigns, of his or their Intention to surrender the above recited Indenture of Demise, in order to procure and obtain to him or them a new or further Lease of the said Rectory, Parsonage, Tithes and Premises for the Term of 21 Years) shall and will bear, pay and discharge such Fine, Charge and Expences as shall be payable and occasioned for or in Respect of such Surrender to be made as aforesaid. **And moreover,** that in case the said F. C. his Heirs, Executors or Administrators shall refuse or neglect, upon such Notice as aforesaid, to pay and discharge such Fine, Charge and Expences as shall be payable and occasioned as aforesaid; and the said S. C. his Executors, Administrators or Assigns shall disburse or lay out such Charge, Fine and Expences as shall be payable and occasioned as aforesaid; then, and in such Case, the said Rectory, Parsonage, Tithes and Premises comprised in the said Indenture of Demise, and to be comprised in such new or further Lease to be procured or obtained as aforesaid, and also such new or further Lease, shall remain and be in the said S. C. his Executors, Administrators and Assigns, as a Security, as well for the Repayment of all such Sum and Sums of Money, as shall be disbursed or laid out by him or them as aforesaid, together with Interest for the same at the Rate of 4 l. per Cent. per Ann. as also for the Payment of the said 3000 l. Principal Money, and the Interest thereof so secured as aforesaid, and shall not be redeemed or redeemable in Law or Equity until the same Sum and Sums of Money, and the Interest thereof, shall be fully paid and satisfied unto the said S. C. his Executors, Administrators or Assigns. **And** it is hereby further agreed and declared, by and between the said Parties to these Presents, that until Default shall be made of or in Payment of the said Sum of 3150 l. or of some Part thereof, or of the Sum or Sums of Money to be disbursed or laid out as aforesaid, or of the Interest thereof, contrary to the true Intent and Meaning of these Presents, it shall and may be lawful, to and for the said F. C. his Heirs, Executors, Administrators and Assigns, to hold and enjoy the said Rectory, &c. before recited or mentioned to be assigned to the said S. C. as aforesaid, and to receive and take the Rents, Issues and Profits thereof, to and for his and their own Use and Benefit, without the Let, &c. of, or by the said S. C. his Executors, Administrators or Assigns, or any Person or Persons claiming, &c. **And** the said F. C. for himself, his Heirs, Executors, and Administrators, doth further covenant, promise and grant, to and with the said S. C. his Executors, Administrators and Assigns, by these Presents in Manner following, (*viz.*) That from and after Default shall happen to be made of or in Payment of the said Sum of 3150 l. or some Part thereof, contrary to the true Intent and Meaning of these Presents, it shall and may be lawful to and for the said S. C. his Executors, Administrators and Assigns, to enter into and upon the said Rectory, &c. so to him assigned as aforesaid, and from thenceforth peaceably and quietly *To have*, hold and enjoy the same, and to receive and take the Rents, Issues and Profits thereof, to and for his and their own Use and Benefit, for and during all the Rest and Residue of the said Term of 21 Years which shall be then to come therein, and of such further Term and Terms of Years as shall be granted or renewed therein, without any Let, Hindrance, Interruption or Disturbance of the said F. C. his Heirs, Executors, Administrators or Assigns, or of any other Person or Persons whomsoever; **And** that free and clear, &c. of and from all and all Manner of former and other Gifts, Grants, Bargains, Sales, Mortgages, Jointures, Dowers, Uses, Intails, Rents and Arrears of Rents, Statutes, Judgments, Recognizances, and all other Titles, Troubles, Charges, Demands and Incumbrances whatsoever. **And further**, that from and at any Time after such Default of Payment shall happen to be made of the said Sum of 3150 l. or of any Part thereof as aforesaid, he the said F. C. his, &c. and all, &c. of, into or out of the said Rectory, &c. shall and will at any Time then after, upon the reasonable Request and at the proper Costs and Charges of the said S. C. his, &c. make, &c. (*Further Assurance.*) **In Witness, &c.**

And on Notice to surrender the said Lease to procure a new one and pay the Fine.

Or in Default of Payment of such Fine the new Lease to be charged therewith,

and of the other Monies,

F. C. to enjoy till Default.

After Default in Payment S. C. to enter and enjoy during the Residue of the Term,

free from Incumbrances?

Further Assurance.

A Deceasance of an Assignment of two Annuities and Exchequer Tallies, declaring the Assignment only as a further Security for the Payment of Money due on a Bond.

THIS Indenture, made, &c. Between T. H. of, &c. of the one Part, and J. P. of, &c. of the other Part. **Whereas** the said J. P. in and by one Bond or Obligation bearing even Date with these Presents, is and stands bound unto the said T. H. in the penal Sum of 500 l. conditioned to be void upon Payment by the said J. P. his, &c. to the said T. H. his, &c. of the Sum of 265 l. of, &c. in Manner following, (that is to say,) 7 l. 10 s. Part thereof, on, &c. and 257 l. 10 l. Residue thereof, on, &c. as in and by the said Bond, or Obligation and Condition thereunder written, may appear: **And whereas** the said J. P. in and by a Deed Poll of Assignment under his Hand and Seal, also bearing even Date with these Presents, in Consideration of the Sum of 250 l. paid to him by the said T. H. as therein is mentioned, *Haib* assigned unto the said T. H. his, &c. two several Annuities or yearly Sums of 20 l. and 10 l. payable to the said J. P. or his Assigns, for the Residue of a certain Term of

Recital of a Bond from J. P. to T. H.

Of an Assignment from J. P. to T. H. of two Annuities,

99 Years, commencing from, &c. out of several Duties granted by an Act of Parliament made, &c. intituled, &c. together with the three several Tallies and two several Orders relating thereto, levied and made out at the Receipt of his Majesty's Exchequer, which Orders are both dated, &c. and are severally numbered as followeth, viz. as by the said Assignment may appear: **Now this Indenture witnesseth**, that the said *T. H.* doth hereby acknowledge and declare, that the said Assignment of the said two several Annuities of 20*l.* and 10*l.* payable as aforesaid, is so made to the said *T. H.* as aforesaid, only for the further and better securing Payment of the said Sum of 265*l.* on the said several Days mentioned for Payment thereof in the said Condition of the said Bond; and therefore the said *T. H.* for himself, his Executors and Administrators, and for every of them, doth covenant, promise and agree, to and with the said *J. P.* his Executors, Administrators and Assigns, and to and with every of them by these Presents, in Manner and Form following, (that is to say), That if the said *J. P.* his Heirs, Executors, Administrators or Assigns, or any of them, shall pay or cause to be paid unto the said *T. H.* his Executors, Administrators or Assigns, the said Sum of 265*l.* on the several Days and Times mentioned in the Condition of the above recited Obligation, and in Discharge thereof, without any Deduction whatsoever, that then he the said *T. H.* his Executors, Administrators or Assigns, or some of them, shall and will at any Time afterwards, at the Request, Cost and Charges of the said *J. P.* his Executors, Administrators or Assigns, transfer, assign and set over unto him or them, or unto such Person or Persons as he or they shall appoint, all the Right, Title and Interest of him the said *T. H.* his Executors, Administrators or Assigns, of and in the said two several Annuities of 20*l.* and 10*l.* and the two several Annuity Orders and eight Tallies above recited to be assigned to him, and also shall and will deliver up the said recited Assignment, eight Tallies and two Orders, to the said *J. P.* his Executors, Administrators or Assigns, according to the true Meaning of these Presents; **And** then also he the said *T. H.* his Executors or Administrators, shall and will account for and pay to the said *J. P.* his Executors, Administrators or Assigns, to his and their own Use, all such Payments of the said several Annuities as he the said *T. H.* his Executors, Administrators or Assigns, shall and have received in the mean Time, and not then accounted for. **Provided**, and it is hereby agreed, that if Default shall be made in Payment of the said Sum of 265*l.* or any Part thereof, contrary to the true Meaning of these Presents, Condition of the said recited Obligation and of these Presents, then or any Time after such Failure of Payment, it shall and may be lawful to and for the said *T. H.* his Executors, Administrators or Assigns, (upon or after three Months Notice in Writing, that he or they would receive in his Principal Money and Interest, to be left at the Dwelling-House of the said *J. P.* in — and on Non-payment of the same according to such Notice) to sell and dispose and absolutely assign the said several Annuities of 20*l.* and 10*l.* for the best Price and most Money which he or they can then, upon the *Royal Exchange* in *London*, really get for the same, without any further Warrant or Authority, and thereout pay and satisfy him and themselves the said Principal Money of 250*l.* and all Interest that shall be then due for the same, rendering and paying the Overplus (if any) to the said *J. P.* his Executors or Administrators, upon Demand. **In Witness, &c.**

A Deceasance of a Judgment.

T H I S Indenture, made, &c. Between *J. R.* of, &c. of the one Part, and *W. G.* of, &c. of the other Part. **Whereas** the said *J. R.* in the Term of — last past before the Date hereof, in the Court of *K. B.* at *Westminster*, had and obtained against the said *W. G.* one Judgment for 300*l.* Debt besides Costs of Suit, as by the Record remaining in the said Court may more at large appear: **Now this Indenture witnesseth**, and the said *J. R.* for himself, his Heirs, Executors and Administrators, doth covenant, grant and agree, to and with the said *W. G.* his Executors and Administrators, by these Presents, that if the said *W. G.* his Executors, Administrators and Assigns, or any of them, do well and truly pay or cause to be paid unto the aforesaid *J. R.* his Executors, Administrators and Assigns, the full and just Sum of 175*l.* of, &c. upon, &c. without Fraud or Delay, that then and in such Case no Execution shall issue out upon the Judgment aforesaid, but Satisfaction shall be acknowledged upon the Record of the said Judgment after a Release of Errors first had and obtained from the said *W. G.* his Executors or Administrators, at the proper Costs and Charges of the said *W. G.* his Executors or Administrators; but if Default shall happen to be made thereof contrary to the Intent and true Meaning hereof, then the said Judgment shall be in full Force and Virtue. **In Witness, &c.**

Deceasance of a Judgment which was given for better securing of an Annuity granted by an Indenture of Demise of Rectory and Tithes, &c. of even Date.

THIS Indenture, &c. Between T. A. of the one Part, and W. W. Rector of the Parish and Parish Church of B. in the County Palatine of D. of the other Part. **Whereas** by Indenture of Demise bearing even Date with and executed immediately before these Presents, and made between the said W. W. of the one Part, and the said T. A. of the other Part, whereby (after reciting as therein recited, and in Consideration of the Sum of 525*l.* therein mentioned to be, and which was and has been truly paid to the said W. W. by he said T. A.) he the said W. W. hath granted and demised unto the said T. A. The Rectory of the Parish and Parish Church of B. aforesaid, and all Glebe Lands, and all the great and small Tithes to the said Rectory belonging, together with a Capital Messuage and other Hereditaments in B. aforesaid, therein particularly mentioned; To hold the said Rectory, Tithes and Premises, to the said T. A. and his Assigns, from the Day next before the Day of the Date thereof for the Term of 99 Years, (*sans Waste*) if the said W. W. shall so long live; Subject to a Proviso therein contained, that if the said W. W. shall and do, during the joint Lives of them the said W. W. and T. A. well and truly pay unto the said T. A. or his Assigns, One Annuity or yearly Sum of 100*l.* without any Deduction for Taxes, Charges, or otherwise therein mentioned; the same to be paid to the said T. A. or his Assigns, at or in the Common Dining-Hall of New-Inn in the County of Middlesex, at the four Feast-Days following, *viz.* Midsummer-Day, &c. by four equal Portions, or within — Days next after each and every of the said Feast-Days; the first of which quarterly Payments to begin and be made on, &c. or within — Days next after the same Feast-Day; then the Grant and Demise thereby made of the same Rectory and Premises unto the said T. A. and every Thing therein contained, shall be absolutely void, as in and by, &c. **And whereas** to the End and for better securing Payment of the said Annuity of 100*l.* unto the said T. A. and his Assigns, in Manner as aforesaid, he the said W. W. by his Warrant of Attorney bearing even Date herewith, hath authorized several Attornies of the Court of — therein named, to confess a Judgment against him the said W. W. at the Suit of the said T. A. as of Hil. Term now last past, or as of any other subsequent Term, for the Sum of — together with the Sum of — for Costs of Suit; which said Judgment is agreed shall be forthwith entered upon Record in the said Court of — **Now this Indenture witnesseth**, and it is hereby agreed and declared by and between the said Parties to these Presents, that the said Judgment so agreed to be entered up as aforesaid, was by him the said W. W. made and given to the said T. A. to the Intent and Purpose only, and as and for a Collateral Security for the better securing Payment of the said Annuity or yearly Sum of 100*l.* unto the said T. A. and his Assigns, according to the true Intent and Meaning of the said recited Indenture. **And** he the said T. A. for himself, his Executors, Administrators and Assigns, and for every of them, doth covenant, promise and agree, to and with the said W. W. his Executors and Administrators, by these Presents, in Manner as follows, *viz.* That if the said W. W. or his Assigns, do and shall well and truly pay or cause to be paid unto the said T. A. or his Assigns, the said Annuity or yearly Sum of 100*l.* without any Deduction as aforesaid, at the Place, on the several Days or Times, and in the Manner as the same in and by the said Proviso or Condition in the said recited Indenture contained is limited and appointed to be paid, according to the true Intent and Meaning of the same Indenture and of these Presents, that then he the said T. A. or his Assigns, shall not nor will take or sue out, or cause to be taken or sued out, any Writ or Writs of Execution, nor take any other Advantage whatsoever against the Person of the said W. W. or his Goods or Chattels, nor upon the before mentioned Rectory, Tithes, Hereditaments and Premises, or any Part thereof, by Virtue of the said recited Judgment; **And** that upon Payment of the same Annuity in Manner as aforesaid, the Executors or Administrators of the said T. A. at the Request and Charge of the said W. W. his Executors or Administrators, shall and will acknowledge Satisfaction upon the Record of the said Judgment: **But** in Case any Default shall happen to be made in Payment of the said Annuity or yearly Sum of 100*l.* for the Space of 30 Days next after any or either of the said Days of Payment whereon the same by the said recited Indenture is appointed to be paid as aforesaid, (altho' no Demand be made thereof) then and in such Case at any Time then after any such Default in Payment so made, it shall and may be lawful to and for the said T. A. or his Assigns, to sue out or prosecute, or cause to be sued out or prosecuted, any Writ or Writs of Execution upon the said Judgment, as well against the said W. W. his Goods and Chattels, as also against the above mentioned Rectory, Tithes, Hereditaments and Premises, or any Part thereof, for the Recovery and Receiving of the said Annuity of 100*l.* and all Arrears thereof, and also of all Costs, Charges, Damages and Expences, to be by him the said T. A. or his Assigns, paid, expended or sustained, touching

touching or concerning the same; any Thing herein before contained to the contrary thereof in any wise notwithstanding.

A Defeasance of a Judgment, with a Release of Errors.

THIS Indenture, made, &c. **B**etween *A. B.* of, &c. of the one Part, and *J. A.* of the other Part, **W**itnesseth, that **W**hereas the said *A. B.* hath obtained one Judgment in the Court of *K. B. Westminster*, against the said *J. A.* for 600*l.* Debt upon Bond, besides Costs of Suit, as of this present *E. Term*, as by the Record of the said Judgment it doth and may at large appear: **N**evertheless it is agreed by and between the said Parties to these Presents, and the said *A. B.* doth for himself, his Executors, Administrators and Assigns, covenant, promise and agree, to and with the said *J. A.* his Heirs, Executors and Administrators, by these Presents, that if the said *J. A.* his Heirs, Executors or Administrators, do and shall well and truly pay or cause to be paid unto the said *A. B.* his Heirs, Executors, Administrators or Assigns, the full Sum of 300*l.* of, &c. in Manner and Form following, &c. (*many Days for Payment*) then the said *A. B.* his Executors or Administrators, shall and will, at the reasonable Request, and at the proper Costs and Charges of the said *J. A.* his Heirs, Executors or Administrators, give a sufficient Warrant of Attorney for acknowledging Satisfaction upon Record of the said Judgment; **A**nd that in the mean Time the said *A. B.* his Executors or Administrators, shall not nor will take, sue forth or prosecute any Manner of Execution upon the said Judgment against the said *J. A.* his Executors or Administrators, or his or their or any of their Goods or Chattels, Lands or Tenements, nor commence nor bring any Action, Suit or Plaint against the said *A. B.* his Heirs, Executors, Administrators or Assigns, upon the said Judgment; **B**ut if Default be made in Payment of the said Sum of 300*l.* above mentioned, or any Part thereof, contrary to the Agreement, Limitation or Appointment abovesaid, that then and at all Times after the said *A. B.* his Executors, Administrators and Assigns, shall or may take his or their due Course of Law upon the said Judgment. **P**rovided always, and it is hereby agreed by and between the said Parties to these Presents, that if he the said *J. A.* his Heirs, Executors or Administrators, shall at any Time hereafter on or before the said 24th of *June*, &c. well and truly pay or cause to be paid unto the said *A. B.* his Executors or Administrators, the Sum of 300*l.* of, &c. at one intire Payment; or if the said *J. A.* his Heirs, Executors or Administrators, shall at any Time after the Payment of any such Sum or Sums of Money, as Part of the first mentioned 300*l.* payable as before mentioned, well and truly pay or cause to be paid unto the said *A. B.* his Executors or Administrators, such Residue of the said 300*l.* at one intire Payment, which shall be then due and owing, according to the Intent of these Presents, that then the said *A. B.* his Executors and Administrators, shall and will accept the same, and acknowledge Satisfaction on Record of the said Judgment, in such Manner as before mentioned: **A**nd the said *J. A.* for himself, his Heirs, Executors, Administrators and Assigns, doth by these Presents remise, release and for ever quit-claim unto the said *A. B.* his Heirs, Executors and Administrators, all and all Manner of Error and Errors, Writ and Writs of Error, and all Benefit and Advantages thereof, and all Misprision of Error and Errors, Defects and Imperfections whatsoever, had, made, committed, done or suffered in or about, touching or concerning the said Judgment, or any Warrant, Process or Declaration, Plea, Entry, or other Proceedings whatsoever of or concerning the same. **I**n **W**itnels, &c.

Release of
Errors.

A Defeasance of a Judgment given for Performance of Covenants.

AND **W** all Persons by these Presents, That **W**hereas *R. L.* of, &c. hath by Warrant of Attorney bearing even Date with these Presents, authorized several Attornies of the Court of *C. P. at Westminster*, to confess Judgment against him to us *A. B.* and *M. E.* of, &c. for the Sum of 500*l.* **A**nd whereas the said *R. L.* by certain Articles of Agreement bearing even Date herewith, hath covenanted and agreed to pay us the said *A. B.* and *M. E.* our Executors and Administrators, the Weekly Sum of 20*s.* during the joint Lives of the said *R. L.* and of *S. H.* of, &c. **N**ow know ye, that if the said *R. L.* shall well and truly perform and keep the said Covenant, and all and every the Agreements in the said Articles contained, that then we the said *A.* and *M.* do hereby agree not to take out Execution upon such Judgment so to be confessed, but at the Costs of the said *R. D.* to acknowledge Satisfaction on Record upon the same. **A**s **W**itnels our Hands and Seals, &c.

I the within named *A.* do hereby for myself, my Executors and Administrators, promise and agree to and with the within named *J. M.* that I the said *A.* my Executors, Administrators or Assigns, shall not nor will enter up Judgment on the within Warrant of Attorney, or take

take out any Process or Execution thereon, until the 25th Day of *October* now next ensuing the Day of the Date hereof, **As Witness** my Hand this — Day of, &c.

A Defeasance of a Bond for Maintenance in Case of Misfortunes or Death of a Person, &c. and a Warrant to confess Judgment thereon.

T**O** all to whom, &c. **We** *E. F.* of — *G. H.* of — and *C. D.* of — send Greeting.
Whereas one *T. H.* by his Bond or Obligation in Writing, bearing equal Date herewith, is and became bound to us the said *E. F.* and *G. H.* in the penal Sum of — *l.* under which said Bond or Writing obligatory is subscribed a Condition, reciting, That **whereas**, &c. **The Condition** therefore of the said Obligation is such, that if, &c. **And whereas** the said *T. H.* by his Warrant of Attorney bearing also equal Date herewith, has authorized — and — Gentlemen, Attornies of his Majesty's Court of — at *Westminster*, or either of them, or any other Attorney of the said Court, to appear for him as of — Term last, — Term next, or any other subsequent Term, and receive a Declaration in an Action of Debt on the above Bond of the said *T. H.* and thereupon to confess the same Action, or else to suffer a Judgment thereon to pass against him, to be entered on Record for the said Debt, with Costs of Suit, as by the said recited Obligation, with the Condition thereunder written, and the said Warrant of Attorney, Relation, &c. **Now know ye**, that we the said *E. F. G. H.* and *C. D.* do hereby declare, that the said recited Warrant of Attorney is given for the better securing the Payment of the said — *l.* pursuant to the said recited Bond of the said *T. H.* **And** that we the said *E. F.* and *G. H.* for ourselves, (severally, and not the one for the other) and the Survivor of us, and the Executors and Administrators of such Survivor, by and with the Consent and Approbation of the said *C. D.* testified, &c. do hereby covenant, promise and declare, to and with the said *T. H.* his Heirs, Executors and Administrators, and every of them, that the said Bond and Warrant of Attorney to confess Judgment thereon were only given as Security and a Provision for a competent Maintenance for the said *C. D.* in Cases of such Losses in Trade, or other Misfortunes during the said intended Coverture, or in Case the said *C. D.* shall survive the said *T. H.* and be not by him at his Decease otherwise better provided for, and that she shall not be destitute of a necessary Subsistence as far as the said — *l.* shall extend and go: **and** that we the said *E. F.* and *G. H.* or either of us, or the Survivor of us, or the Executors or Administrators of such Survivor, or any other Person or Persons by us or any of us impowered, procured, or willingly or knowingly permitted, shall not, nor will at any Time or Times during the Life-time of the said *T. H.* put the said Bond and Judgment, or either of them, in Force or Execution, unless we the said *E. F.* and *G. H.* or the Survivor of us, or the Executors or Administrators of such Survivor, or some of us or them, shall first have obtained a Permission in Writing for so doing, from and under the Hand of the said *C. D.* attested by two or more credible Witnesses; nor will we, or any of us, put the same Bond or Judgment, or either of them, in Force after the Decease of the said *T. H.* if he has otherwise left and secured to her a more ample, beneficial and better Provision than the said — *l.* so as aforesaid secured by the said Bond and Judgment; nor will we, or either of us, make any Assignment of the said Bond or Judgment to any Person whatsoever. **In Witness**, &c.

Recital of Bond, and Warrant of Attorney.

Covenant that the Bond and Warrant were only given for the Maintenance of a Person upon a Contingency.

Of a Statute Merchant for Performance of Covenants in Indentures of Demise and Redemise.

T**H****I****S** Indenture, made, &c. **Between** *W. A.* of — of the one Part, and *R. S.* of — *T. S.* Son and Heir apparent of *F. S.* &c. and *R. S.* Youngest Son of the said *F. S.* of the other Part. **Whereas**, &c. (*Recital of a Statute Merchant from F. S. T. S. and R. S. to W. A.*) **Now this Indenture witnesseth**, that the said *W. A.* is contented and pleased, and doth by these Presents, for himself, his Heirs, Executors, Administrators and Assigns, covenant, promise, grant and agree to and with the said *F. S. T. S.* and *R. S.* their Executors, Administrators and Assigns, and to and with every of them, by these Presents, that if the said *F. S. T. S.* and *R. S.* their Heirs, Executors, Administrators and Assigns, and every of them, do for their Part, well and truly pay, observe, perform, fulfil and keep, as well all and singular the Payments, Covenants, Grants, Articles, Promises and Agreements, which on their Part and Behalf are to be observed, performed, fulfilled, paid and kept, specified and contained in one Pair of Indentures, bearing Date the — Day of — last past before the Date hereof, made or mentioned to be made between the said *F. S. T. S.* and *R. S.* of the one Part, and the said *W. A.* of the other Part, as also all and singular the Payments, &c. (*as before*) which on their Part and Behalf are to be observed, &c. specified and contained in one Pair of Indentures, bearing Date, &c. made between the said *W. A.* of the one Part, and the said *F. S.*

S. T. and R. S. of the other Part, that the said Recognizance, or Writing obligatory shall be void, frustrate, and of no Effect, to all Intents and Purposes. In Witness, &c.

Demise and Redemise.

Heads of Indentures of Demise and Redemise, for Security of two Annuities of 60 l. and 40 l. during the Lives of two Nominees.

The Demise.

THIS Indenture, &c. Between A. of the one Part, and B. of the other Part, Witnesseth, that for and in Consideration of the Sum of 1000 l. of, &c. to the said A. in Hand well and truly paid by the said B. at or before, &c. the Receipt, &c. and for other good Causes, &c. he the said A. hath granted, bargained, sold and demised, and by, &c. unto the said B. All that, &c. and the Reversion, &c. and all the Estate, &c. *Habendum, &c.* unto the said B. for and during the Term of 99 Years from henceforth next ensuing, and fully to be compleat and ended; **P**ielding and **P**aying therefore yearly and every Year, during the said Term, the Rent of one Pepper-Corn only, on the Feast Day of, &c. in every Year, if the same be lawfully demanded. **A**nd the said A. for himself, his Heirs, Executors and Administrators, and for every of them, doth covenant, promise and grant to and with the said B. C. his Executors, Administrators and Assigns, by these Presents, in Manner as follows, *viz.* That he the said A. now standeth lawfully and rightfully seised of and in the said Manor, *cum pertinentiis*, of a good, lawful, absolute and indefeasible Estate of Freehold, for and during the Term of his natural Life, with a Remainder in Fee, expectant on the Death of the Lady G. the now Wife of the said A. without Issue of her Body by the said A. to be begotten; **A**nd that he the said A. hath good Right, full Power, and lawful and absolute Authority in himself, to grant, bargain, sell and demise the said Manor, &c. *cum pertinentiis*, unto the said B. C. his Executors, Administrators and Assigns, for and during all the said Term of 99 Years, in Manner and Form aforesaid, (subject only to be defeated by the Issue Male of the said A. on the Body of the said G. to be begotten); **A**nd also, that he the said B. his Executors, Administrators and Assigns, and every of them, shall and lawfully may from Time to Time, and at all Times hereafter, for and during all the said Term of 99 Years, freely, quietly and peaceably have, hold, occupy, possess and enjoy the said Manor, &c. *cum pertinentiis*, and all and every the Rents, Revenues, Issues and Profits thereof, and of every Part and Parcel thereof coming, arising and growing, shall and may have, receive and take, without any Let, Suit, Trouble, Eviction, Disturbance or Interruption of him the said A. his Heirs or Assigns, or any other Person whatsoever, (other than the Issue Male of the said A. on the Body of the said Lady G. to be begotten, if any such shall happen to live); **A**nd likewise that the said Manor, &c. now are and from henceforth, for and during all the said Term of 99 Years, shall remain, continue, and be unto the said B. C. his Executors, &c. free and clear, and freely and clearly and absolutely acquitted, exonerated and discharged, of and from all and all Manner of former and other Gifts, &c. and Incumbrances whatsoever, (other than and except such Uses and Estates as are limited and declared by an Indenture *Tripartite*, &c. made between, &c.) **A**nd further also, that he the said A. his Heirs and Assigns, and all and every Person and Persons, (except the Issue Male of the said A. on the Body of the said Lady G. to be begotten) having or claiming any Estate, Right, Title or Interest, of, in or to the Premises hereby demised or mentioned so to be, or of, in, or to any Part or Parcel of them, shall and will from Time to Time, and at all Times hereafter, upon the Request and Charge in the Law of the said B. C. his Executors, &c. make, do, acknowledge, levy, suffer and execute, or cause and procure, &c. all and ever such further and other Acts, &c. for the further and better Assuring and Conveying of the said Manor, &c. *cum pertinentiis*, unto the said B. C. his Executors, Administrators and Assigns, for and during the then Residue of the said Term of 99 Years, as by the said B. C. his Executors, &c. or his or their Counsel learned in the Law shall be reasonably devised or advised and required; **P**rovided always nevertheless, and it is hereby agreed and declared by and between the said Parties, &c. that the said Manor, &c. are so granted and demised to the said B. C. his Executors, Administrators and Assigns, upon this Agreement, and to the Intent, that by an Indenture intended to be made between the said Parties, as are to these Presents, and designed to bear Date the Day next after the Date hereof, the said B. might and should lease back the said Manor, &c. to the said A. and his Assigns, for the Term of 98 Years and 11 Months, under the several Rents of 60 l. and 40 l. *per Ann.* and under such

such Covenants, Provisoes, Conditions and Agreements as are on that Behalf agreed on between them, and shall be expressed and contained in such Indentures of Redemise. In Witness, &c.

The Redemise.

THIS Indenture, &c. Between B. C. of, &c. of the one Part, and the Right Honourable A. of the other Part. **Whereas** in and by one Indenture of Demise, (Recitals, viz. The Demise. citing as therein recited) bearing Date the Day next before the Day of the Date of these Presents, He the said A. for the Considerations therein mentioned, Did grant, &c. or mentioned to grant, &c. unto the said B. C. his Executors, &c. All that the Manor of, &c. Habendum, &c. Yielding and Paying therefore yearly and every Year, during the said Term, the Rent of one Pepper-Corn only, payable as therein mentioned; Upon this Agreement, and to the Intent nevertheless, that he the said B. C. should lease back the said Premises to the said A. for the Term of 98 Years and 11 Months, under the several yearly Rents of 60*l.* and 40*l.* per Ann. and under such Covenants, Conditions and Agreements, as are herein after expressed and contained, as in and by, &c. Now this Indenture witnesseth, that in Pursuance and Performance of the said Agreement in the said Indenture contained, and for and in Consideration of the yearly Rents and Covenants hereafter, in and by these Presents reserved and contained, He the said B. C. hath demised, bargained, sold, leased, and to Farm letten, and by, &c. All that the before mentioned Manor, &c. with their Rights, Members and Appurtenances whatsoever, Habend' said Manors, &c. cum pertinentiis, unto the said A. his Executors, Administrators and Assigns, for the Term of 98 Years and 11 Months, from henceforth next ensuing and fully to be compleat and ended; Yielding and Paying therefore unto the said B. C. his Executors, Administrators and Assigns, at or in, &c. yearly and every Year, during so many Years of the said Term of 98 Years and 11 Months, as Dame D. now Wife of Sir T. L. of, &c. shall happen to live, the yearly Rent of 60*l.* of, &c. at the four most usual Feasts or Days of Payment in the Year, viz. the Feast of, &c. by four even and equal Portions, without making any Deduction, Defalcation or Abatement out of the same, for or by Reason of any Taxes, Charges or Impositions assessed or imposed upon the said Rent of 60*l.* or Premises hereby demised by Virtue of any Act of Parliament, or other Authority whatsoever; the first Payment of the said Rent of 60*l.* to be made on, &c. And also Yielding and Paying to the said B. C. his Executors, Administrators and Assigns, at or in, &c. yearly and every Year during so many Years of the said 98 Years and 11 Months as M. L. Daughter of the said Dame A. L. and Sir T. S. shall happen to live, the yearly Rent of 40*l.* of like Money, at the four above mentioned Feasts, by even and equal Portions, without making any Deduction, Defalcation or Abatement thereof, for or by Reason of any Taxes, Charges or Assessments whatsoever, assessed or imposed, or to be assessed or imposed, upon the said yearly Sum of 40*l.* and Premises hereby demised by Virtue of any Act of Parliament, or other Authority whatsoever; the first Payment of the said Rent of 40*l.* to be made on, &c. And the said A. for himself, his Heirs, Executors and Administrators, and for every of them, doth covenant, promise and agree to and with the said B. C. his Executors, Administrators and Assigns by these Presents, in Manner as follows, viz. That the said A. his Heirs, Executors, Administrators or Assigns, or some or one of them, shall and will well and truly pay, or cause to be paid yearly and every Year, at the Times and Place aforesaid, during so many Years of the said 98 Years and 11 Months, as the said Dame A. L. shall happen to live, unto the said B. C. his Executors, Administrators or Assigns, the said annual Rent of 60*l.* according to the above Reservation, without making any Deduction, Defalcation or Abatement thereof, for or by Reason of any Taxes, Charges or Impositions whatsoever, assessed or imposed, or to be assessed or imposed or deducted out of or upon the said Rents of 60*l.* or Premises hereby demised by Virtue of any Act of Parliament, or other Authority whatsoever; and likewise that he the said A. his Heirs, Executors, Administrators or Assigns, or some or one of them, shall and will well, and truly pay, or cause to be paid yearly and every Year, at the Times and Place aforesaid, and in Manner as aforesaid, during so many Years of the said 98 Years and 11 Months, as the said M. L. shall live, unto the said B. C. his Executors, Administrators or Assigns, the above reserved Rent of 40*l.* without making any Deductions or Abatements for any Taxes, Charges, or Assessments as aforesaid: **Provided always**, that if the said two yearly Rents of 60*l.* and 40*l.* or either of them, shall be behind and unpaid, in Part or in all, by the Space of 40 Days next after any of the said Feast-Days, whereon the same ought to be paid as aforesaid; that then and in such Case, it shall and may be lawful to and for the said B. C. his Executors, Administrators or Assigns, into all, every or any Part of the said hereby demised Premises to re-enter, and the said A. and all other the Occupiers of the said Premises, (other than the Issue Male of the said A. on the Body of the said Lady G. his Wife to be begotten) thereout

Reddit, &c.

And 40*l.* during Life of M. L.

Covenant to pay the Rents.

Proviso of Re-entry.

Covenants to
surrender Pre-
misses after
Death of the
two Nomi-
nees.

To enjoy un-
till Default in
Payment.

thereout and thencefrom to expel and amove, and the same Premises to have again, repossess and enjoy, for and during all the then Residue of the said Term of 98 Years and 11 Months so granted as aforesaid, as fully and effectually as if these Presents had never been made; any Thing herein contained to the contrary thereof in anywise notwithstanding. And the said B. C. for himself, his Heirs, Executors, Administrators and Assigns, and for every of them, doth covenant, promise and grant to and with the said A. his Heirs and Assigns, by these Presents, that he the said B. C. his Executors, Administrators or Assigns, after the several Deceases of the said Dame A. L. and M. L. and Payment of all Arrears of the said several yearly Rents of 60 l. and 40 l. and Performancé of the Covenants and Agreements herein above contained, shall and will, at the Request, Costs and Charges in the Law of the said A. his Heirs or Assigns, surrender and deliver up unto the said A. his Heirs and Assigns, all his and their Estate, Right, Title, Interest, Term of Years, Property, Claim and Demand whatsoever, which he, they, or any of them shall have, of, in and to the Premises, or any Part thereof, by Virtue of the said Indentures of Demise, bearing Date the Day next before the Date of these Presents, clear and free from all Incumbrances done by the said B. C. his Executors, Administrators and Assigns, together with the said Indenture of Demise; And lastly, that he the said A. his Executors, Administrators or Assigns, duly paying the said yearly Rents of 60 l. and 40 l. according to the Intent and Purport of these Presents, and truly Performing the Covenants on his and their Part and Behalf to be performed and contained in these Presents, and in the said Indenture of Demise, shall and may quietly and peaceably hold, occupy, possess and enjoy the said Manor, &c. and Premises hereby demised, without any Let, Suit, Eviction, Interruption or Disturbance of the said B. C. his Executors, Administrators and Assigns, or any of them. In Witness, &c.

A Demise of a Manor to a Person for 99 Years (if he so long lives) in order for him to Redemise the same, to secure 300 l. per Ann. for his Life.

THIS Indenture made, &c. Between the Right Honourable G. Lord Marquis of H. of the one Part, and T. B. of, &c. of the other Part, Witnesseth, that the said G. Lord Marquis of H. for and in Consideration of the Sum of 3300 l. of, &c. to him paid by the said T. B. at or before, &c. the Receipt, &c. hath granted, bargained, sold, demised, and to Farm letten, and by, &c. unto the said T. B. &c. All that the Manor of, &c. with the Rights, &c. in, &c. and all those two Water Corn-Mills, &c. All which Premises, in and by one Indenture of seven Parts, bearing Date, 21 Oct. 3 Car. 1. made, &c. and by other Assurance in the Law, were granted and conveyed unto the said G. Marquis of H. and his Trustees, (that is to say) Unto the said Lord Marquis himself, for the Residue of a Term of 1000 Years therein mentioned, and for the making of a certain Indenture of Demise, bearing Date the ninth Day of July in the 21st Year of Charles the Second, and made between the Right Honourable J. then Earl of S. of the one Part, and the said J. S. of the other Part, and the Reversion and Inheritance thereof, unto the said R. A. T. L. T. W. and G. T. and their Heirs; **To have and to hold** the said Messuages, Lands, Tenements, Hereditaments and Premises, with their and every of their Appurtenances, unto the said T. B. and his Assigns, from the Day before the Day of the Date hereof, for, during and until the full End and Expiration of the Term of 99 Years, from thenceforth next ensuing and fully to be compleat and ended, if the said T. B. shall so long live. And the said G. Marquis of H. for himself, and his Heirs, doth covenant, &c. (Right Owner, has a Right to demise, peaceable Enjoyment, free from Incumbrances. See before, and Tit. Covenants.) And further, that the said Manor, &c. and Premises, by these Presents so as aforesaid demised to the said T. B. now are of the clear yearly Value of 400 l. and upwards, over and besides all Manner of Reprises whatsoever. And lastly, the said G. Marquis of H. for himself, his, &c. doth covenant, &c. to and with the said T. B. and his Assigns, by these Presents, that he the said G. Marquis of H. his Heirs, Executors and Administrators, and all and every other Person, &c. from, by or under him the said G. Marquis of H. shall and will from Time, &c. within the Space of seven Years next ensuing the Date of these present Indentures, at and upon the reasonable Request, &c. of the said T. B. and his Assigns, make, execute, acknowledge, levy and suffer, and cause to be made, &c. all and every such further and other lawful and reasonable Act, &c. for the further, better, and more perfect Assuring and Conveying of the said Manor, &c. and all and singular other the Premises hereby demised or mentioned, &c. with their, &c. unto the said T. B. and his Assigns, for and during the said Term of 99 Years, if he shall so long live, as by the said T. B. or his Assigns, or by his or their Counsel, &c. shall be reasonably devised, advised or required, so as that any Person, for the doing thereof, shall not be required to go from the Place of his or her then Abode or Dwelling; And

And so as the same do not prejudice the Redemise intended to be made of the Premises by the said T. B. unto the said Lord Marquis, by Indenture intended to bear Date the Day next after the Day of the Date of these Presents, for the Term of 99 Years, if the said T. B. shall so long live, whereupon is intended to be reserved the yearly Sum of 300*l.* of, &c. in Manner as shall be therein in that Behalf expressed or contained. *In Witness, &c.*

Not to pre-
dice the Re-
demise.

*A Redemise to secure 300*l.* per Ann. to the Grantor, during his Life.*

THIS Indenture, made, &c. Between T. B. of, &c. of the one Part, and the Right Honourable G. Lord Marquis of H. Baron of E. of the other Part, **Witnesseth**, that the said T. B. (for and in Consideration of the Rents, Reservations, Conditions, Covenants and Agreements herein after reserved, expressed and agreed upon, and also in Consideration of the Sum of 5*s.* of, &c. to him the said T. B. in Hand paid, at or before the Sealing and Delivery of these Presents, the Receipt whereof he the said T. B. doth hereby acknowledge) hath bargained, sold, demised, and to Farm let unto the said G. Lord Marquis of A. All, &c. (as in the Deed of Demise, and with such Exceptions) and all and every other the Messuages, Lands, Tenements and Hereditaments whatsoever, which in and by one Indenture, bearing Date the Day next before the Day of the Date of these Presents, made or mentioned to be made between the said G. Lord Marquis of H. of the one Part, and the said T. B. of the other Part, are granted, &c. unto the said T. B. and his Assigns, for the Term of 99 Years, (if the said T. B. shall so long live) and also the Rents, Issues and Profits of all and singular the Premises hereby demised; **To have and to hold** the said Manor, Messuages, Lands, Tenements, Hereditaments and Premises hereby demised, with their and every of their Appurtenances, unto the said G. Lord Marquis of H. his Executors, Administrators and Assigns, from the Day of the Date of these present Indentures, for and during, and until the full End and Expiration of the Term of 99 Years, if the said T. B. shall so long live; **yielding and paying** therefore yearly, and every Year, during the said Term, unto the said T. B. and his Assigns, at or in the common Dining-Hall of the Inner Temple, London, the annual Sum of 300*l.* of, &c. at the two several Feasts or Days of Payment in the Year; (that is to say) the Feasts of St. Michael the Archangel, and the Annunciation, &c. by even and equal Portions, (other than the said Feast of the Archangel next after the Date hereof), without any Deduction, Defalcation or Abatement; for or by Reason of any Taxes, Charges or Impositions, imposed or to be imposed, ordinary or extraordinary, for or by Reason of any other Act, Matter or Thing whatsoever; the first Payment thereof to be made and begin, at or upon the Feast of St. Michael, &c. next ensuing the Date of these Presents. **And** the said G. Marquis of H. doth covenant, promise, grant and agree to and with the said T. B. by these Presents, that he the said G. Marquis of H. his Heirs, Executors or Administrators, some or one of them, shall and will, from Time to Time, and at all Times hereafter, during the said Term of 99 Years, if the said T. B. shall so long live, well and truly pay or cause to be paid unto the said T. B. or his Assigns, the said yearly Rent of 300*l.* at the Place and several Days above appointed for the Payment thereof, without any Defalcation, Deduction or Abatement whatsoever, for or by Reason of any Taxes, Charges or Impositions, imposed or to be imposed, or for or by Reason of any other Act or Matter or Thing, ordinary or extraordinary whatsoever; **And** that he the said G. Lord Marquis of H. his Heirs, Executors and Administrators, or some or one of them, shall and will, from Time to Time, and at all Times, during the said Term, pay, satisfy and discharge all such Taxes, Charges and Impositions whatsoever, as is, are or shall be laid or imposed upon the said annual Rent of 300*l.* or any Part thereof, or upon the said T. B. or his Assigns, for or by Reason of the same: **Provided always**, and the said Lord Marquis of H. for himself, his Heirs, Executors, Administrators and Assigns, doth covenant and grant to and with the said T. B. and his Assigns, by these Presents, that if it shall happen that the said yearly Rent of 300*l.* or any Part thereof, shall be behind and unpaid by the Space of 14 Days. (for and during the said Term of 99 Years, if the said T. B. shall so long live) next over or after any of the said Days of Payment (*alibet* (a) *no Demand thereof shall be lawfully made*); that then and in such Case, the said Lord Marquis of H. his Heirs, Executors, Administrators and Assigns, shall for every such Default, forfeit and lose the Sum of 14*s.* of, &c. and also the Sum of 7*s.* per Week, for every Week after the said 14 Days, until the Arrears of the said annual Rent of 300*l.* shall be fully satisfied or paid; (a) **Provided also**, and the said G. Lord Marquis of H. for himself, his Heirs, Executors, Administrators and Assigns, doth hereby grant to the said T. B. and his Assigns, that it shall and may be lawful to and for the said T. B. and his Assigns, into the said Manor, Messuages, &c. and Premises hereby demised, or into any Part and Parcel of them, to enter and distrain for the Arrears of the said annual

Covenant to
pay the Rent
of 300*l.*

To discharge
the same from
Taxes.

To enter and
distrain.

VOL. III.

K k k

Rent

(a) This may be in or out, but where there is a Penalty, as in this Case, a Demand is not usually or rarely named.

To enter and
receive Rents.

To pay 75 l.
to the Execu-
tors of T. B.
after his De-
cease.

To enjoy un-
til Default.

Rent of 300*l.* and for every of the said Penalties and Forfeitures, as often as they, or any of them, shall happen to be behind and unpaid, and the Distress and Distresses then and there found, to take, lead, drive, carry away, and the same to detain and keep, until the said T. B. and his Assigns shall be fully satisfied and paid the Arrears of the annual Rent with the Penalties and Forfeitures as aforesaid, for the Non-payment thereof: (b) **Provided also**, and the said G. Lord Marquis of H. for himself, his Heirs, Executors, Administrators and Assigns, doth covenant and grant to and with the said T. B. and his Assigns, by these Presents, that if the said annual Rent of 300*l.* or any Part thereof, shall be behind and unpaid by the Space of 21 Days next over or after any of the said Days above limited and appointed for the Payment thereof, that so often as the same, or any Part thereof, shall so be behind and unpaid, it shall and may be lawful to and for the said T. B. and his Assigns, from Time to Time, into the said Manor, Messuages, &c. and Premises hereby demised, to enter, and to receive and take the Rents, Issues and Profits of them, to his and their own Use and Uses, until the said T. B. and his Assigns, shall be well and truly satisfied and paid, by or out of the same Rents, Issues and Profits, all and every the Arrears of the said annual Rent of 300*l.* with all such Penalties and Forfeitures for Non-payment of the same, as shall be grown due either before or after such Entry, and also all Charges, Costs and Damages, which he or they shall then have sustained, been at or been put unto by Reason of such Non-payment.

And the said G. Lord Marquis of H. for himself, his Executors, Administrators and Assigns, doth covenant, promise, grant and agree to and with the said T. B. by these Presents, that if he the said T. B. at the Time of his Decease shall have out-held one Quarter of a Year or more, from and after the last of the said Days of Payment so as aforesaid limited for the Payment of the said annual Rent of 300*l.* that then the said G. Lord Marquis of H. his Heirs, Executors, Administrators and Assigns, or some or one of them, shall and will well and truly pay, or cause to be paid unto the Executors, Administrators or Assigns of the said T. B. the Sum of 75*l.* of, &c. within the Space of 14 Days next after the Decease of the said T. B. at the Place herein before appointed for the Payment of the said annual Rent of 300*l.* **And** the said T. B. for himself, his Heirs, Executors, Administrators and Assigns, doth covenant, promise, grant and agree to and with the said G. Lord Marquis of H. by these Presents, that he the said G. Lord Marquis of H. his Heirs, Executors, Administrators and Assigns, duly paying the said yearly Rent herein before reserved, and duly performing all the Covenants and Agreements on his and their Parts to be performed, contained in these Presents, and the said Indenture of Demise before mentioned, shall or lawfully may quietly and peaceably have, hold, occupy and enjoy the said Manor, Lands and Premises hereby demised, without Interruption of the said T. B. his Executors, Administrators or Assigns, and clear and free from all Incumbrances, had, made or done, or wittingly or willingly suffered by them, or either of them. **In Witness, &c.**

Deputations.

A Commission for a Game-keeper.

GEORGE by the Grace of God, of Great Britain, France and Ireland King, Defender of the Faith, &c. **To all** to whom these Presents shall come, Greeting. **Know ye**, That We of our special Grace, and by the Advice and Consent of the Chancellor and Counsel of our Duchy of Lancaster, **Have** appointed, authorized and impowered, and by these Presents **Do** for us, our Heirs and Successors, appoint, authorize and impower our trusty and well-beloved J. L. of and in our County of S. Gent. to be Game-keeper of and within our Manors of High Esher and Pleshey, with their and every of their Royalties, Members and Appurtenances in our said County, during our Pleasure; **And** we do hereby give and grant unto him the said J. L. during such our Pleasure, full Power and Authority to seize and take all and all Manner of Guns, Bows, Greyhounds, Setting-Dogs, Lurchers, and other Dogs, Teirels, Trammels, Lowbels, Hays, or other Nets, Hare-Pipes, Snares, or other Engines for taking Conies, Hares, Pheasants, Partridges or other Game; and also all Manner of fishing Nets, Angles, Leaps, Pipes, and other Instruments or Engines for taking of Fish used and employed within the said Manors or either of them, and the Royalties, Members and Precincts thereof, by any Person or Persons whatsoever, prohibited by the Laws of this Realm in any wise to use, employ and keep the same, as any other Game-keeper may lawfully do: **And further** we do hereby

(b) Note; The last Proviso is not agreed to, unless the Rents and Profits shall be made to go for or towards Satisfaction of the Arrears and Penalties, and then 'tis no more than what is before, and so it may be left out.

hereby for us, our Heirs and Successors, give and grant unto the said *J. L.* during our Pleasure, full Power and Authority to do all and every Act or Acts, Thing and Things, which as by the Law of this Realm are requisite and necessary for the Preservation of our said Game within our said Manors and Premises; And for the Discovery of Offenders therein against the Laws and Statutes in that Case made and provided. And lastly, we do hereby give in Command unto all Mayors, Justices, Bailiffs, Constables, and other Person or Persons whatsoever, whom it may concern, that they be diligently aiding and assisting unto him the said *J. L.* in the due Execution of this our Commission. Given at our Palace of *Westminster* under the Seal of our said Duchy, the tenth Day of *February* in the second Year of our Reign, Annoq; Dom. 17— A. D.

A Grant or Deputation for a Nobleman's Chaplain.

K NOW all Men by these Presents, That I. *A. B.* have admitted, constituted and appointed, and do hereby admit, constitute and appoint the Reverend *J. M.* Clerk, Master of Arts, and Vicar of *A.* in the County of *T.* my domestic Chaplain, to have and enjoy all and singular the Benefits, Privileges, Liberties, Commodities and Preeminences due, and of Right granted to the Chaplains of the Nobility by the Statutes and Laws of this Realm. In Witness, &c.

A Deputation from Sir C. E. and Mr. C. to Mr. H. to collect the Guildable and Post-Fines within the Duchy of Lancaster.

K NOW all Men by these Presents, That we Sir *C. E.* Baronet, and *W. C.* jun. of the City of *London*, Esq; for divers good Considerations us thereunto moving, Have constituted, deputed and appointed, and by these Presents Do constitute, depute and appoint *T. H.* of the City of *London*, Gent. for us and to our Use, to ask, claim, demand and receive as well of and from all and singular the High Sheriffs and Under Sheriffs within the several Counties of *England*, or the Bailiffs of the several Liberties in *England*, or of any other Person or Persons whatsoever, all Fines, Issues, Amerciaments, Post-Fines, Sum or Sums of Money whatsoever, within the Liberties, Fee or Franchise of the Duchy of *Lancaster* on the South-Side of *Trent* in the several Counties of *England* the South-Side the said River; as also all Fines, Issues, Amerciaments, Post-Fines, and Issues commonly called Issues of *Greenwax*, and within the Liberty, Fee or Franchise of the said Duchy of *Lancaster* within the several Counties of *England* on the North-Side of the said River *Trent*, and to give proper Discharge of all and every such Sum and Sums of Money as shall be paid to him as aforesaid, to hold to the said *T. H.* during our Pleasure only.

A Deputation to hold the Offices of Steward and Bailiff of a Manor.

K NOW all Men by these Presents, That we Sir *G. G.* Sir *J. C.* Knight, *G. N.* and *W. F.* Esquires, Trustees of the Mayor and Commonalty and Citizens of the City of *London*, Have nominated, ordained, constituted and appointed, and by these Presents Do nominate, ordain, constitute and appoint *G. B.* Esq; to be as well the Bailiff of the Honours, Manors or Lordship of *Richmond* within the County of *T.* as also Steward of the said Honour, Manor or Lordship, and do hereby give and grant unto the said *G. B.* full Power and Authority to execute and return all Writs, Receipts and Mandates whatsoever, within the said Honour and Manor or Lordship of *Richmond*, and to hold all and all Manner of Courts usually and customarily holden within the said Honour and Manor or Lordship of *Richmond*; and to take and receive all Fees, Profits and Perquisites whatsoever thereunto respectively belonging; And also, for and for the Benefit of the said Mayor and Commonalty and Citizens of the City of *London*, to ask, demand, levy, sue for, recover and receive all Fines, Issues, Profits and Amerciaments, issuing out of the Lands and Hereditaments of, and belonging to the said Mayor's Part within the aforesaid Honour, &c. And also to ask, demand, levy, sue for, recover and receive all and all Manner of customary and other Fines and Rents payable by the respective Tenants within the said Honour, &c. and all Goods, Ways, Estrays, Profits, Privileges, Advantages and Hereditaments whatsoever, any ways happening, growing, arising, becoming due, or accruing within the Honour, &c. and to do and perform and execute all other such Matters and Things as any ways lawfully touch or concern the said Office of Bailiff and Steward, and either of them; To have, hold, use, exercise and enjoy the said several Offices of Bailiff and Steward, and all other the Premises unto the said *G. B.* by himself or his lawful and sufficient Deputy or Deputies in that Behalf, from the Date hereof, for and during the Pleasure of the said Mayor, &c. and no longer. In Witness, &c.

The

Deputations.

The Form of a Deputation for a Clerk of the Peace.

H—Duke, Marquis and Earl of K. Earl of H—Viscount G—Baron
L—of C—and Custos Rotulorum of the County of B—.

TO *J. P.* of the Town of *B.* in the said County of, &c. Gent. **Whereas** Her Majesty Queen *ANNE*, according to an Act of Parliament made in the Thirty-seventh Year of the Reign of King *Henry VIII.* Intituled a Bill for *Custos Rotulorum*, and the Clerkship of the Peace, and one other Act of Parliament made in the first Year of the late King *William* and Queen *Mary*, Intituled an Act for enabling Lords Commissioners for the Great Seal, to execute the Office of the Lord Chancellor or Lord Keeper, **hath**, by her Letters Patent under the Great Seal of *Great Britain*, nominated and appointed me the said Duke of *K.* her Majesty's *Custos Rotulorum* of the County of *B.* **Be it known** to all Persons whom this present Writing may concern, That I the said Duke of *K.* being fully informed and satisfied of the Learning and Experience of the said *J. P.* in the Laws of this Realm, and of his Ability, Prudence and Integrity, and of his being well qualified for the Execution of the Office or Clerkship of Clerk of the Peace of the said County, in Pursuance of the Power and Authority given to me the said Duke, by the Acts of Parliament and Letters Patent aforesaid, any or either of them, or otherwise howsoever, and to the Intent the said Office or Clerkship of Clerk of the Peace, may be ably and duly executed by a Person of Knowledge, Industry and Integrity, residing in the same County, **have** given and granted, and by these Presents **do** give and grant unto the said *J. P.* the Office and Clerkship of Clerk of the Peace of the County of *B.* and you the said *J. P.* Clerk of the Peace of the said County of *B.* I the said Duke do hereby make, ordain, nominate and appoint, **To have, hold**, enjoy and execute the said Office of Clerkship of Clerk of the Peace, by you or your sufficient Deputy, and to take and receive the Fees, Profits and Perquisites thereof, for so long Time only as you the said *J. P.* shall well demean yourself in the said Office. Given under my Hand and Seal, &c.

A Deputation of the Office of a Bailiff of a Liberty.

TO all People to whom this present Writing Indented shall come, *S. E.* of *D.* sendeth Greeting; **Know ye**, That the said *S. E.* for divers good Causes and Considerations him hereunto moving, **hath** assigned, made, ordained and constituted, and by these Presents **doth** authorize nominate and appoint *T. B.* of *C.* his true and lawful Deputy for him the said *S. E.* and in his Name to exercise and execute the Office of Bailiff of the Liberty of the Duchy of *L.* Feodary, Escheator and Clerk of the Market of *G.* in the said County of *L.* and not elsewhere, and to receive all and singular Rents, Issues or Profits and Commodities within all and singular the aforesaid Hundreds in the said County of *L.* to the said Castle and Honour of *L.* belonging or appertaining; and also to do and execute all Things appertaining to the Leets and Views of Frankpledge of *S.* within the said several Hundreds, and to receive and take all Perquisites, Profits and Commodities of the same Leets, and the Pleas, Perquisites and Profits of all and singular the several Towns within the said Hundreds, and every of them, and also to do and execute all and every such other Acts and Things appertaining to the Offices aforesaid, or any of them, within the several Hundreds or any of them, in as large and ample Manner, as the said *S. E.* by Force and Virtue of any Grant or Grants, Conveyance or Conveyances, from or out of the said Duchy of *L.* to him made or now invested in him, for the Premises or any Part or Parcel thereof, lawfully might or could do or execute, have or receive of, for or by Reason of the same, or the Execution thereof, within the said several Hundreds aforesaid, or any of them, and not elsewhere; **And also** to take and receive all the Rents, Issues and Profits of the said several Hundreds in the said County of, &c. and the Leets of the said Hundreds, and all other Profits and Commodities to the same Hundreds and Leets belonging; excepting out of this Deputation whatsoever is excepted in the Grant or Grants made to the said *S. E.* or to those from whom he claims the same Premises or any Part of them. **In Witness, &c.**

A Grant or Deputation for a Receivership of the Revenue.

THIS Indenture, made, &c. **Between** *J. E.* of, &c. of the one Part, and *L. B.* and *J. B.* of the other Part. **Whereas** our late Sovereign Lord King *Charles* the Second of happy Memory, by his Letters Patent under the Great Seal of *England*, bearing Date the, &c. Day of, &c. did give and grant unto *R. C.* Esq; and the said *J. E.* jointly and severally, the Office of Receiver of the Issues and Revenue of all and singular the Honours, Castles, Lordships, Manors, Lands, Tenements, Rents, Services, and other Possessions and Hereditaments whatsoever of him, his Heirs and Successors, in the Counties of *S.* and *C.* and in all other Towns

Towns and Places whatsoever, as well within Liberties as without, within the Precincts, Limits and Circuits of the same Counties, and either of them, formerly being in the Survey and Government of his said late Majesty's late Court of Augmentation and Revenue of his Crown of *England*, and of the Officers and Ministers of the said late Court, and then being assigned and appointed to the Survey and Government of his Court of Exchequer, and of the Officers and Ministers of the same Court, and by the same Letters Patent did make, ordain and constitute them the said *R. C.* and *J. E.* and either of them jointly and severally, Receiver of the Revenues of the said Court of Exchequer, To wit, Receiver of the Issues and Revenues of all and singular the Honours, Castles, Lordships, Manors, Lands, Tenements, Rents, Possessions and Hereditaments of the said late King in the said Counties of *S.* and *C.* and in all other the Towns, Villages and Places aforesaid; **To have**, enjoy, exercise and occupy the said Office to the said *R. C.* and *J. E.* and either of them jointly and severally by themselves, or by their sufficient Deputy or Deputies of either of them, for and during the Lives of them the said *R. C.* and *J. E.* and the Life of the longer Liver of them, together with all Allowances of Diet, Profits, Commodities, Advantages, Authorities, Rights and Preheminences whatsoever, any ways to the said Office belonging or incumbent, and also the Fee of, &c. *per Ann.* and, &c. for Portage of every 100*l.* of the Money of the King, his Heirs or Successors, by them or either of them received of the Issues aforesaid, as by the same Letters Patent may more at large appear. **And whereas** the said *R. C.* is since dead and the said *J. E.* him survivor: **Now this Indenture witnesseth**, That the said *J. E.* for the great Trust and Confidence he reposed in the said *L. B.* and *J. B.* for the due Execution of the said Office, for and on the Behalf of him the said *J. E.* and for divers other good Causes and Considerations him hereunto moving, **hath** deputed, constituted, made and appointed, and by these Presents **Doth** depute, constitute, make and appoint them the said *L. B.* and *J. B.* jointly, and either of them severally, his Deputy and Deputies, to collect, receive and gather all and every Sum and Sums of Money which he the said *J. E.* by Virtue of the said Letters Patent, may, might, should or ought to collect, receive and gather in the said Counties of *S.* and *C.* and either of them, and in all Towns and Places whatsoever, as well within Liberties as without, within the Precincts, Limits and Circuits of the same Counties, and either of them; **And** the said *J. E.* **Doth** by these Presents give and grant unto them the said *L. B.* and *J. B.* and either of them jointly and severally, the Office or Place of Deputy-Receiver of the Revenues of the said King's Court of Exchequer, to wit, the Office of Deputy-Receiver of the Issues and Revenues of all and singular the Honours, Castles, Lordships, Manors, Lands, Tenements, Rents, Possessions and Hereditaments of the said now King, in the said Counties of *S.* and *C.* and in all other the Towns, Villages and Places aforesaid; **To have**, hold, use, exercise, occupy and enjoy the said Authority and Deputation, and the said Office of Deputy-Receiver aforesaid, to them the said *L. B.* and *J. B.* and either of them jointly and severally, for and during the Lives of them the said *L. B.* and *J. B.* and the Life of the longer Liver of them, if he the said *J. E.* shall so long live: **And** the said *J. E.* **Doth** hereby give and grant unto the said *L. B.* and *J. B.* and to the Survivor of them, full Power and Authority to receive and take all Allowances of Diet, Profits, Commodities, Advantages, Authorities, Rights, Fees, Duties, Sums of Money, Rewards and Preheminences whatsoever, to the said Office of Receiver aforesaid, or to the said *J. E.* by reason of the said Office, or by Virtue of the said Letters Patent belonging, appertaining or incumbent, and particularly the said Fee of 10*l.* *per Ann.* and the said Fee or Reward of, &c. for the Portage of every 100*l.* of the King's Money, by the said Letters Patent granted to the said Patentee, as is aforesaid; **To have**, receive and take all the Fees, Duties, Profits, Commodities and Advantages aforesaid, unto the said *L. B.* and *J. B.* and either of them, to their or either of their own proper Use and Behoof, without any Account thereof, to be made to the said *J. E.* his Executors, Administrators, or Assigns, or any of them: **And** the said *L. B.* and *J. B.* for themselves, their Heirs, Executors and every of them, do jointly and severally covenant, promise and grant to and with the said *J. E.* his Heirs, Executors and Administrators, and to and with every of them by these Presents in Manner and Form following, that is to say, **That** they the said *L. B.* and *J. B.* or one of them, shall and will from henceforth from Time to Time, well and diligently, duly and cheerfully execute the said Office of Receiver aforesaid, for and in the Name and on the Behalf of him the said *J. E.* and shall and will from Time to Time, and at all Times hereafter, well and truly answer, satisfy and pay all and singular such Sum and Sums of Money as they the said *L. B.* and *J. B.* and either of them, or their or either of their Clerks, Substitutes, Servants or Agents, or either of them, shall receive in Respect of the Office of a Receiver aforesaid, or as Deputies or Deputy to the said *J. E.* of the said Office, and which shall be any ways hereafter charged or chargeable upon the Account of the said *J. E.* by Reason of the said Office, at such Time and Times, Place and Places, and in such Manner as the same are or ought to be paid, and shall also from Time to Time sufficiently save harmless and

defend the said *J. E.* his Heirs, Executors and Administrators, and his and their Lands and Tenements, Goods and Chattels, of and from all and every the Sum and Sums of Money aforesaid, and of and from all Loss and Damage that shall or may happen or come to him the said *J. E.* his Heirs, Executors and Administrators, and every of them, by Reason of the said Money, or for not executing or mis-executing of the said Office, or for any other Matter, Cause or Thing wherewith the said *J. E.* shall or may be charged or chargeable in relation to the said Office; And the said *J. E.* for him, his Heirs, Executors and Administrators, and for every of them, doth covenant, grant and agree to and with the said *L. B.* and *J. B.* their Executors and Administrators, by these Presents, That he the said *J. E.* will not at any Time hereafter revoke or repeal the said Deputation, or any Authority hereby granted, or do, or suffer to be done, any Act, Matter or Thing, whereby the same, or any Article or Clause therein, may become void, invalid and of none Effect, or whereby the said *L. B.* or *J. B.* or either of them may be denied, hindered or not suffered to receive the before mentioned Fee or Fees or Profits belonging to the said Office, or any of them, and hereby granted or intended to be granted to the said *L. B.* and *J. B.* as aforesaid; and that they the said *L. B.* and *J. B.* and the Survivor of them, shall and may hold, exercise and enjoy the said Office of Deputy-Receiver, as aforesaid, and have, receive take and enjoy all Fees, Benefits and Advantages hereby to them granted or intended to be granted, as aforesaid during all the Term and Time hereby granted or intended to be granted, without any Suit, Lett, Trouble, Molestation, Interruption or Disturbance of or by him the said *J. E.* or any lawfully claiming from, by or under him, or from, by or under any other Person or Persons, with or by his Means, Default, Privy or Procurement. *In Witness, &c.*

From a Lord of a Manor to hunt, &c. within his Manor.

TO all to whom these Presents shall come, *W. P.* of, &c. and *K.* his Wife, Lord and Lady of the Manor of *B.* in the County of *S.* send Greeting. *Know ye*, that the said *W. P.* and *K.* his Wife, *Have* given and granted, and by these Presents *Do* give and grant unto *E. B. Jun.* of, &c. full liberty to hunt at all seasonable Times hereafter, for the Space of three Years next ensuing the Date hereof, within the said Manor or Lordship of *B.* in the said County of *S.* and upon the Lands, and within the Limits, Bounds and Borders of the said Manor, as *We* ourselves ought or could do, without any Let, Denial or Disturbance whatsoever, giving likewise hereby full Power and Authority to the said *E. B. Jun.* and to his Assigns, from Time to Time, and at all Times hereafter, during the said Term, to seize all Greyhounds, Lurchers, Spaniels and Setting-Dogs, and likewise to seize all Sorts of Nets, Guns, Hand-Guns, or Cross-Bows within the said Manor, of or from any Person or Persons who are prohibited by the Laws or Statutes of this Realm to keep the same, and who shall, during the abovementioned Term, hunt within the said Manor, without the Consent, Leave or Approbation of him the said *E. B. Jun.* and the said Dogs, Nets, Guns or Cross-Bows, so taken from any Person or Persons whatsoever, to keep and detain to and for our Uses. *Given* under our Hands and Seals this — Day of — &c.

A Deputation from a Lord of a Manor, to a Steward to keep Courts.

KNOW all Men by these Presents, that I *A. B.* of, &c. for divers good Causes and Considerations me hereunto especially moving, *Have* given and granted, and by these Presents *Do* give and grant unto *C. D.* the Office of Steward of the Courts of my Manors of, &c. in the County of *E.* and do hereby make, ordain, nominate and appoint him the said *C. D.* Steward of all and singular the said Courts, and of all and singular my said Manors; *To have and to hold* the said Office of Steward to him the said *C. D.* to be executed by him the *C. D.* or his sufficient Deputy, and for the Executing of the said Office, I the said *A. B.* do hereby give and grant unto the said *C. D.* all and every the Fees, Profits and Perquisites belonging to the said Office of Steward of the said Courts of all and every the said Manors, or by Reason thereof, heretofore usually received and enjoyed by any other Steward of the said Manors, and also the Sum of, &c. yearly and every Year, upon the Feast-Day of, &c. *In Witness, &c.*

Another Deputation, to two Persons to keep Courts, &c.

KNOW all Persons by these Presents, That *We* the Right Honourable *J.* Lord *J.* Baron of *W.* and the Lady *C.* my Wife, (sole Daughter and Heiress of the Right Honourable *P.* late Earl of *P.* deceased) *Do* hereby make, constitute, ordain and appoint *W. R.* of, &c. Gent. and *M. R.* of, &c. Gent. jointly, and either of them severally, our Stewards and Recorders, and to hold and keep Courts Leet, Courts Baron, Courts of Survey,

vey, and other Courts needful and necessary, from Time to Time to be holden for our Manor or Lordship of C. or S. in the said County of G. which were late the Manor or Lordship of the said la e Earl, and which by his Death descended to me the said C. as his Daughter and Heir; And to survey our said Manor and Lordship, and after such Survey taken, to make a due Return thereof to us, and also to receive all Heriots due on the Decease of any of the Tenants of the said Manor, rendering unto us at our Audit, from Time to Time, a true Account thereof, And to do and execute all Matters and Things necessary or needful for to be done in the Premises; And we hereby revoke all other Powers before given to any Person or Persons whatsoever for the Purposes aforesaid, in the said Manor or Lordship: **Provided nevertheless**, that this our Deputation shall not continue longer than during our Wills and Pleasures. **In Witness, &c.**

A Deputation from a Chief Steward to hold Courts.

KNOW all Men by these Presents, That I W. B. of the Inner Temple, London, Esq; Chief Steward of the House of C — and of the Towns and Manors of C — and S — and of the Manors, Towns and Boroughs of Chackstead, Bardfield, Magna and Asham in the County of E. and of the Hundred of Bebbergba, alias Bebbergbeath, Cosford, Things, Risbridge, Thedwastree, Lockford and half the Hundred of Exmain in the County of S. have made, ordained and deputed, and by these Presents do make, ordain and depute N. P. of Great H. in the said County of S. Gent. Deputy-Steward of all and singular the aforesaid Honours, Manors, Townships and Hundreds within the aforesaid Counties of E. and S. or either of them, to hold all and singular Courts-Leet, Views of Frankpledge, Court-Barons, Hundred-Courts, and all and singular other usual and customary Courts, such as have been usually held within the said Honours, Manors, Townships and Hundreds, or any of them, in the Counties aforesaid; And do all other legal Acts and Things in anywise belonging, appertaining or relating to the Office of a Deputy-Steward; **To have, hold**, execute and enjoy the said Office of a Deputy-Steward of the said Honours, Manors Townships and Hundreds in the Counties aforesaid, for and during my Pleasure, together with the usual Fees thereto belonging. **Provided always**, that the said N. P. for such a Time as he shall continue Deputy-Steward, shall and do cause to be fairly written, Extracts or Duplicates of all such Courts as he shall have so held, where any Amerciaments usual shall happen, and the same to be signed by himself, within two Months after the holding of such Court, in order that they may be delivered to the Auditor of the Dutchy of L. for the South Parts; otherwise this Deputation to be void. **In Witness, &c.**

A Deputation or Appointment of a Steward and Receiver of Rents, &c.

THIS Indenture, made, &c. Between A. of the one Part, and B. of the other Part. **Whereas** the said A. is seised to him and his Heirs, of and in several Manors, Messuages, Farms, Lands, Tenements and Hereditaments, situate, &c. and other Places in the County of — **And whereas** the said A. now wanting a Steward or Receiver, to manage, improve and look after his several Estates aforesaid, and to receive and account with him for the Rents, Issues and Profits thereof; he the said B. in Consideration of a Salary to be allowed and paid to him as herein after is mentioned, hath agreed to use his utmost Care, as well in the Managing and Improving of the said Estates, as also in receiving the Rents, Issues and Profits thereof; and upon Receipt thereof, duly to account for and pay the same to the said A. or his Order, in such Manner as herein after is expressed: **Now this Indenture witnesseth**, that the said A. for the Intent and Purpose aforesaid, and having a great Trust and Confidence in the Integrity of him the said B. hath nominated, constituted and appointed, and by these Presents doth nominate, constitute and appoint, and in his Place and Stead depute and put the said B. to be the true and lawful Attorney of him the said A. (for and during such Time only, and until he the said A. shall give Order to the contrary, or think fit to revoke these Presents) in his Name and for his proper Use and Benefit, to ask, demand and receive of and from all and every the Bailiff and Tenants of the said Manor, &c. Hereditaments, and all and singular other the Estates and Premises belonging to him the said A. in the said County of C. all and every Sum and Sums of Money whatsoever, as are now due to him the said A. for Arrears of Rent, in any Manner howsoever; and also all and every the yearly Rents, Quit-Rents, Heriots, and all other Rents, Issues and Profits whatsoever, and of what Nature or Kind soever, which now, or at any Time hereafter, during the Time aforesaid, shall become due, payable, or any ways belong to him the said A. from his Bailiff, and all and every his Tenants aforesaid; **And in Default of Payment of all or any Part of the said Rents and Premises, to enter upon the said Premises,**
or

or any Part or Parts thereof, and make any Distress or Distresses for the same, and dispose thereof as the Law in such Cases directs, and to make or cause to be made any Avowry or Avowries, of or for any such Distress or Distresses; and also to commence any Action or Suit, in any Court of Law or Equity, for the Recovering and Receiving thereof, or of any Part thereof, and the same to carry on to Effect; and also during the Time aforesaid, to sell, or make any Contract or Contracts for Sale of all or any of the Timber or other Trees, now growing upon any Part of the said Manors, Hereditaments and Premises; and likewise to let or sell all or any Part of the said Messuages, Farms, Lands, Hereditaments and Premises, for any Term or Terms of Years, not exceeding — Years, at the best and utmost yearly Rent that can be gotten for the same, or to make any Contract or Contracts for so doing. **And** the said *A.* doth hereby further authorize and empower the said *B.* during the Time aforesaid, upon Receipt of all or any Part of the Rents, Issues, and other Profits of the said Premises, or any Monies arising by Sale of any of the said Timber, or other Trees either in the Name of the said *A.* or in his own Name, to give proper and sufficient Receipts and Discharges for the same, **And** generally to do, or cause to be done, all and every such other and further lawful Acts and Things whatsoever, in or about the aforementioned Premises, as shall be requisite and necessary to be done, during the Time aforesaid; and that as fully and effectually, to all Intents and Purposes whatsoever, as he the said *A.* could or might do in his own proper Person, if these Presents had not been made; and the said *A.* for himself, his Heirs, Executors and Administrators, doth hereby covenant with the said *B.* his Executors, Administrators and Assigns, in Manner as follows, *viz.* That he the said *A.* shall and will execute and perform all and every such Contract or Contracts, which he the said *B.* shall make, by Virtue of these Presents, as well for Sale of all or any of the said Timber, or other Trees as aforesaid, as also for the making any such Lease or Leases of the said Premises in Manner as is herein beforementioned touching the same; **And also**, that it shall and may be lawful to and for the said *B.* in the first Place, to deduct and retain out of the Rents and Profits of the said Premises, all such Costs, Charges and expences, which he shall or may expend, disburse or pay for, by Reason or on Account of the Power hereby given; **And further also**, that he the said *A.* during all the Time aforesaid, shall and will allow and pay unto the said *B.* the yearly Sum of — as a Salary, to be payable half yearly at — and — for his Care and Trouble in the Managing and looking after the said Estate and Premises, and for the Collecting, Receiving and paying the Rents, Issues, Profits and Arrears thereof; **And that** it shall and may be lawful for the said *B.* to deduct and retain such Salary, when and as the same shall become due out of the Rents of the said Premises; the first Payment whereof to begin and be made on — Day now next ensuing: **And moreover**, that he the said *A.* his Executors and Administrators, shall and will avow, justify, make good and confirm all such lawful Acts and Things, as he the said *B.* shall lawfully do, or cause to be done, by Virtue of these Presents, and the Power hereby given. **And** the said *B.* (in Consideration of the said Premises) doth hereby for himself, his Executors and Administrators, covenant, promise and agree to and with the said *A.* his Executors and Assigns, in Manner as follows, *viz.* That he the said *B.* shall and will lawfully, faithfully and honestly, execute and perform to the best of his Ability and Judgment, the aforesaid Trust and Authority so hereby reposed in him, and also shall and will from Time to Time, at the End of every — during the Time of his Receivership, and also on the Determination thereof give and deliver unto the said *A.* or his Assigns, a true, perfect, and just Account in Writing of all and every such Sums of Money, as shall be by him then received upon Account of or in Respect of the said Estates and Premises, by Virtue of the Power hereby given; **And lastly**, that he the said *B.* his Executors or Administrators, shall and will, from Time to Time, and at all Times, during his Receivership, at the End or Determination thereof, well and truly pay, or cause to be paid unto or to or for the Use and Order of the said *A.* his Executors or Assigns, all and every such Sum and Sums of Money, as shall be by him received as aforesaid, so soon as conveniently may be after his Receipt thereof, (subject nevertheless to his and their then deducting thereout in the first Place, as well all such Costs, Charges and Expences, so by him actually disbursed on Account of such Receivership, as also so much of the Salary of — so to be allowed and paid to him as aforesaid, as shall be then due to him or them) and that according to the true Intent and meaning of these Presents. **In Witness, &c.**

Deputation for a Game-Keeper.

T D all, &c. *W. L.* of, &c. Esq; sendeth Greeting. **Know ye**, that I the said *W. L.* **Have** appointed, authorized and empowered, and by these Presents **Do** appoint, authorize and empower *J. W.* of, &c. to be Game-Keeper of and within the Manor of *S.* in the County of *K.* and the Royalties, Rights, Members and Appurtenances thereto belonging in the

the said County, during my Pleasure ; **And** I do hereby give and grant unto him the said *J. W.* during such my Pleasure, full Power and Authority to seize and take all and all Manner of Guns, Bows, Greyhounds, Setting-Dogs, Ferrets, Trammells, Lowbells, Hayes, or other Nets, Hare-pipes, Snares, or other Engines for taking Conies, Hares, Pheasants, Partridges, or other Game ; and also all Manner of Fishing-Nets, Angles, Leashes, Pitchers, and other Instruments or Engines for the taking of Fish, used and employed within the said Manor, and the Royalties, Members and Precincts thereof, by any Person or Persons whatsoever, prohibited by the Laws of this Realm in any wise to use, employ and keep the same, as any other Game-keeper may lawfully do ; **And further** I do hereby give and grant unto him the said *J. W.* during my Pleasure, full Power and Authority to do all and every Act or Acts, Thing or Things, which by the Laws of this Realm are requisite and necessary for the Preservation of the said Game within the said Manor and Premises, and the Discovery of Offenders therein, against the Laws and Statutes in that Case made and provided. **In Witness, &c.**

An Indenture by a High Sheriff, deputing one to be his Under Sheriff.

THIS Indenture, made, &c. in the Year, &c. **Between** *A. B.* of *R.* in the County of *Y.* Esq; (now High Sheriff of the said County) of the one Part, and *C. D.* of, &c. in the said County, Gent. of the other Part. **Whereas** our Sovereign Lord the King, by his Majesty's Letters Patent, under the Great Seal of *Great Britain*, bearing Date the seventeenth Day of this Instant *November*, hath made, nominated, constituted, assigned and appointed the said *A. B.* to be High Sheriff of the said County of *Y.* during his Pleasure : **Now this Indenture witnesseth**, that the said *A. B.* for the good Opinion which he hath conceived of the said *C. D.* and of the Trust and Confidence which he reposeth in him, **hath** deputed assigned, constituted and ordained, and by these Presents **Doth** depute, assign, constitute and ordain him the said *C. D.* to be his Under Sheriff, of, for, and in the said County of *Y.* during all the Time that he the said *A. B.* shall be and remain Sheriff of the said County by Force of the Letters Patent aforesaid, and **Doth** hereby authorize the said *C. D.* to serve, exercise and execute the said Office of Under Sheriff of the said County, under him the said *A. B.* in his Name, during all the Time aforesaid ; **And** the said *A. B.* as far as in him lies, **Doth** also by these Presents grant unto the said *C. D.* that it shall and may be lawful to and for the said *C. D.* by Force hereof to appear, answer and serve, and minister as Under Sheriff of the said County of *Y.* for and in the Name of the said *A. B.* as well in all Places of the said County of *Y.* as in all and every the Court and Courts within the Kingdom of *England*, and before all and every the Justices of Oyer and *Terminer*, Justices of Assize and Gaol-Delivery, Justices of the Peace, Coroners and Escheators, and other Officers and Commissioners of this Kingdom, where the said *A. B.* by Virtue of the said Office of Sheriffwick for the said County of *Y.* shall be bound, or ought to appear, answer, serve or be attendant ; and to break open, answer, return and execute for him the said *A. B.* in his Name, all Process, Writs, Precepts, Warrants, Mandates and Commandments to the Sheriff of the said County directed, or hereafter to be directed out of any of the Courts aforesaid, or from any the Justices, Coroners or Escheators aforesaid, and to do, perform and execute for him the said *A. B.* and in his Name, all and every Thing and Things, which by him the said *A. B.* by Virtue of his Office of Sheriffwick of the said County of *Y.* is to be performed, executed and done ; **Saving always**, and excepting the said *C. D.* shall not by Virtue thereof be authorized to open, return, send or execute any Writ or Writs for electing any Knights of the Shire, Burgesses of Parliament for the said County of *Y.* or any Borough within the said County, nor open, execute, or answer any the Letters of the King's Majesty, or the Council, to be directed unto the said Sheriff of the said County of *Y.* without the special Warrant, Direction or Commandment of him the said *A. B.* for that Purpose : **And further**, the said *A. B.* doth by these Presents grant unto the said *C. D.* for the executing of the said Office, all the Fees, Duties and Profits to him due, arising and growing by the County Courts to be kept within the said County of *Y.* and all other Fees, Rewards, Duties, Allowances and Profits incident to the Office of Sheriffwick, or thereunto belonging, for which the said *A. B.* is or shall be allowed by the common Laws of this Nation, or Customs of the said County, either for the opening, returning or executing of any Writ, Precept or Process, Warrant or Commandment whatsoever, or for other executing of the said Office, and which have not been excepted heretofore, as the ordinary Fees of any other his Bailiffs or other Officers, to have and enjoy the said Duties, Fees, Rewards, Allowances and other Profits to his own Use, without any Account to be rendered to the said *A. B.* his Executors or Administrators for the same. **And** the said *C. D.* for and in Consideration of the Benevolence aforesaid, and for the free Gift and Grant of the said *A. B.* doth for himself, his Heirs, Executors, Administrators and Assigns, and every of them, covenant, promise, grant and agree, to and with the said *A. B.* his Heirs, Executors, Administrators and Assigns, by these Presents, that he the said *C. D.* shall and will at all Times from and after the Day of the Date of these Presents, duly, diligently, lawfully and carefully serve the said *A. B.* as his Deputy and Under

Sheriff of, in and for the said County of Y. without doing or committing any kind of Extortion or wilful misbehaving of himself in the said Office, **And** shall and will duly and respectively execute the said Office of Sheriffwick, under the Name of the said A. B. in all Points, so far forth as these Presents, the Laws of the Land, or other Licence or Commandment of the said A. B. shall warrant or give Liberty, and shall and will in the Name of the said A. B. and his Deputy in the said Office of Under Sheriff of the said County of Y. be answerable, attendant and minister in all Courts of our Sovereign Lord the King, by and before the said Justices of Assize, Justices of the Peace, and all Commissioners, Escheators, Coroners, and other Officers of our Sovereign Lord the King, before whom the said A. B. shall be bound or required to minister, answer or be attendant, in Respect of the said Office of Sheriffwick for the said County; and shall and will execute and make answer, true and sufficient Return of all such Process, Writs, Precepts and Commandments, directed from his said Majesty, or from every and any of the said Courts, Justices, Commissioners, Escheators, and other Officers afore said, as shall be delivered to, or come to the Hands of him the said C. D. his Deputy or Deputies, Assignee or Assignees, or shall and will discharge and save harmless the said A. B. his Heirs, Executors and Administrators, and his and their, and every of their Lands, Tenements, Goods and Chattels, of and from all Fines, Issues and Amerciaments, and other Penalties, Forfeitures, Pains Corporal and Pecuniary whatsoever, whereby or wherewithal the said A. B. his Heirs, Executors or Administrators, or his or their Lands, Tenements, Goods or Chattels, shall or may be charged or chargeable for his the said A. B. or the said C. D. not executing, not filing, neglecting, mis-executing, evil returning, not serving, mis-returning, or mis-filing any of the said Writs, Process, Precepts, Warrants or Commandments afore said, or for the Absence, evil Attendance, or not Attendance of the said A. B. or of the said C. D. or his Deputy as afore said, or other Misdemeanors in the executing, not executing, or mis-executing of the said Office in any Thing which the said C. D. might, by Virtue of these Presents, by himself or his Deputies, execute or perform, other than from such Fines, Issues, Amerciaments, and other Penalties as shall be imposed or adjudged upon or against the said A. B. for or in Respect of any Offence, Fault or Negligence by the said A. B. at any Time after the Day of the Date of these Presents committed or omitted, or done, or to be committed, omitted, or done by himself in his own Person, or by any other, except the said C. D. by his the said A. B. his Commandment or Appointment, without the Consent of the said C. D. **And** that the said C. D. shall himself, or his sufficient Deputy or Deputies, duly and lawfully keep, or cause to be kept within the said County of Y. all and singular County-Courts of the said County, at such Times and Places as hath heretofore been accustomed; and that he the said C. D. shall and will make and appoint one or more Attorney or Attornies, Deputy or Deputies of Record in the Courts of Record, now commonly called the King's Bench, Common Bench and Exchequer, and in all other Courts and Offices wherein Attornies are commonly appointed, and so shall and will ordain, appoint and make, one or more Deputy or Deputies, for him the said A. B. in every Hundred within the said County of Y. according to the Laws and Statutes in these Cases made and provided, so that the said A. B. shall not hereafter be liable to any Penalty or Forfeiture for want of any such Attorney or Deputy; and shall and will at his own proper Costs and Charges appear and make ready all such Place and Places, where the Assizes, Gaol-Delivery or Sessions, shall be from Time to Time holden, meet and convenient Court, Bars, and all other Things necessary and convenient for the Justices of Assize, and other Justices, to keep their Assizes and Gaol-Delivery and Sessions in; and shall and will from Time to Time give Notice in convenient Time to the said A. B. of every such Time and Times, Place and Places, where the personal Attendance of the said A. B. shall be requisite and necessary, so as the said A. B. may be personally present at such Times and Places, when and where his personal Appearance and Attendance shall be necessary; **And furthermore**, that the said C. D. by and during the Continuance of the said Office, shall and will well and truly collect, levy, gather and seize to the Use of our Sovereign Lord the King, all the Goods and Chattels of Felons and Fugitives, and all Persons outlawed, and put in Exigent, and of all Persons attainted and convicted of Treason, Murder or Felony, which shall happen within the said County of Y. during the Time afore said, which shall be due or forfeited to our Sovereign Lord the King by any Ways or Means afore said; **And** shall and will from Time to Time well and truly collect and gather up all Fines, Amerciaments, Extracts, Certificates, Fee-farms, Pipe-silver for Licences, Concord for Fines, green Wax, and all other Sum and Sums of Money, which to the Collection of the said A. B. by Reason of the Sheriffwick of the said County shall appertain or belong, and which the said C. D. shall have a Warrant or lawful Authority to seize, levy or collect, or which he shall have Notice of, and may reasonably come by, and thereof, and of every Part thereof, and of all other the Issues and Revenues of the said County, and of all Sums of Money due, or hereafter, during the Continuance of the said Office of Sheriffwick of the said County, do or may appertain, shall and will to his Majesty in the Court of Exchequer afore said yield and give just Account; **And** also

also that he the said *C. D.* his Executors or Administrators, at such Days and Terms as he the said *A. B.* is or shall be required to enter into Account of the Court of Exchequer, for or touching the said Office, the said *C. D.* shall and will enter into Account in the said Court of Exchequer, in the Name of the said *A. B.* for and concerning the said Sheriffwick of the said County of *Y.* in and upon which Account the said *C. D.* his Executors and Administrators shall and will truly answer all such Debts, Duties and Sums of Money as the said *C. D.* his Deputies, Officers or Servants, or any of the Bailiffs of any of the Hundreds of the said County shall have received, or might have received, or wherewith the said *A. B.* as Sheriff of the said County, shall be any ways charged or chargeable with upon the same Account; and the same Account shall and will, at his the said *C. D.* his own Cost and Charges, prosecute with Effect, until the same Account be fully finished and concluded, without demanding any Allowance or Allowances of the said *A. B.* his Executors or Administrators, for the same; **And also** the said *C. D.* his Executors and Administrators, shall and will pay into the Receipt of Exchequer all such Sums of Money, as upon the said Account shall be found in Arrearages within one Year next after the Feast of *St. Michael* next ensuing the Date hereof, and in the Name of the said *A. B.* obtain a lawful Discharge and *Quietus est* out of the said Court of Exchequer, for him the said *A. B.* and the same shall and will deliver unto the said *A. B.* his Heirs, Executors or Assigns, for a full Discharge of him the said *A. B.* his Heirs, Executors, Administrators and Assigns, of and concerning the said Sheriffwick of the said County of *Y.* within one Year next after the said Feast of *St. Michael*, and that the said *C. D.* his Heirs, Executors, Administrators and Assigns, or some or one of them, shall and will, at some or one of their own proper Costs and Charges, disburse and pay for the said *A. B.* all and all Manner of Fees, Duties, Charges, Sum and Sums of Money, Rewards, Gratuities, and Demands whatsoever, which shall be required, demanded or demandable of the said *A. B.* as due or accustomed to be paid or given by the Sheriff of the said County, for or by Reason of the said Account, without demanding any Allowance or Allowances thereof of the said *A. B.* his Heirs, Executors, Administrators or Assigns: **And** the said *C. D.* doth further, for the Consideration aforesaid, for himself, his Heirs, Executors, Administrators and Assigns, and for every of them, covenant, promise, grant and agree, to and with the said *A. B.* his Heirs, Executors, Administrators and Assigns, by these Presents, that the said *C. D.* his Executors or Administrators, shall and will from Time to Time, and at all Times hereafter, well, duly and truly satisfy and pay all and singular such Sum and Sums of Money as he the said *C. D.* or any Deputy, Clerk or Clerks, Bailiff or Bailiffs, Substitute or Substitutes under him, shall at any Time and Times, and all Times, levy and receive, by Virtue or Reason of any Writ or Writs, Process of Extent, *Liberate*, *Capias ad satisfaciendum*, *Fieri facias*, *Elegit*, *Distingas nuper Vic'* against any former Sheriff, or any other Writ or Writs of Execution or Warrants whatsoever, according to the true Purport and true Tenor of any such Writ or Writs, Warrant or Warrants respectively, and in such Manner as by the same respectively shall be limited, required or appointed; **And** shall from Time to Time sufficiently save harmless and defend the said *A. B.* his Heirs, Executors and Administrators, of, for and from all and every Sum and Sums of Money as aforesaid. **And further**, he the said *C. D.* his Heirs, Executors, Administrators or Assigns, shall and will at his and their own proper Costs and Charges, conduct and safe Delivery make of all such Prisoners as are or hereafter shall be in Custody of the Gaoler for the said County of *Y.* to such Person and Persons, and to such Place and Places, as the said *A. B.* shall by Writ, Warrant, or other Precept or Commandment, or by Virtue and in Respect of his said Office, be commanded or bound to deliver the same; **And further**, shall and will also, at his and their own proper Costs and Charges, execute, or cause to be executed, all such Persons as at any Time during the Time aforesaid shall be convicted and put in Execution, according to the several Judgments, if the same Person or Persons be not by any lawful Authority reprieved in the said Gaol: **And** the said *C. D.* doth further for himself, his Heirs, Executors, Administrators and Assigns, and every of them, covenant, grant, promise and agree, to and with the said *A. B.* his Heirs, Executors, Administrators and Assigns, by these Presents, that he the said *C. D.* his Executors and Administrators, shall and will, upon the Discharge and giving up of the said Office to such as shall succeed in the said Office of Sheriffwick of and for the said County of *Y.* in due Form of Law deliver, or cause to be delivered, by Indenture to be made between the said *A. B.* and his Successor in the said Office, to the Successor of the said *A. B.* in the said Office, or to his Deputy for the Time being, all such Prisoners as then shall be in Custody of the said *A. B.* or any of his Deputies or Ministers, with the Causes of their Detainments and Imprisonments, and all such Iron Implements and Things as shall be in the Custody of the said *C. D.* belonging to the common Gaol of the said County, or to the Officers of the same, and also all Writs, Processes, Warrants, and other Things which then shall be in his Hands and Custody in Respect of the Office of Sheriffwick of, in and for the said County of *Y.* **And** the said *C. D.* doth further for himself, his Heirs, Executors, Administrators and Assigns, covenant, promise, grant and agree, to and with the said *A. B.* his Heirs,

Heirs, Executors and Administrators, by these Presents, that the said *C. D.* his Heirs, Executors or Administrators, shall and will from Time to Time, and at all Times hereafter, discharge, defend and save harmless as well the said *A. B.* his Heirs, Executors and Administrators, and his and their Lands and Tenements, Goods and Chattels, as well against the King and all others whatsoever, of and from all Manner of Pains, Corporal and Pecuniary, Forfeitures, Fines, Amerciaments, Debts, Accounts, Duties and Demands whatsoever hereafter lawfully to be commenced, prosecuted, imposed, demanded or demandable, of or against the said *A. B.* his Heirs, Executors or Administrators, or his or their Lands, Goods, Tenements and Chattels, for or by Reason of any Escape of any Prisoner or Prisoners whatsoever now under Execution or under Arrest, or hereafter to be had in Execution or under Arrest, for any Manner of Debt, Damage, Trespass, Account, or other Duties or Wrong, or for any Treason, Felony, or other Offence whatsoever, or for any other, or by Reason of Non-appearance of any Person arrested at the Day limited for the Appearance in any Court or Courts, or before any Judge or Judges, or Justices whatsoever, or for or by Reason of any false Return, not Return, or Mis-return of any Writ, Warrant or Process, or for any other Misbehaviour, Negligence or Laches of the said *C. D.* his Bailiffs or Officers executing or Negligence in executing, or in not Execution of the said Office of Sherifffick for the said County of *Y.* of, or for or by Reason of the not Levying, Answering or not Paying of any Sum or Sums of Money, which shall or may, or ought to be collected or received by Virtue or by Reason of the said Office of the Sherifffick of the said *A. B.* or having Relation thereunto, or by Reason of any Writ or Writs of Assistance for levying of any Sums of Money wherewith the said *A. B.* shall or may be charged or chargeable of or for any Matter, Clause or Thing having Relation to the said Office: **And** to the Intent that the said *C. D.* may the better perform the Execution of the said Office, the said *A. B.* is contented and pleased, and doth hereby grant unto the said *C. D.* that he the said *C. D.* shall have to his own Use the Benefits of such Bonds and Covenants as shall be taken of any Person or Persons, wherein the same Person or Persons shall become bound unto the said *A. B.* as Sheriff of the said County of *Y.* with Condition for their or any of their Appearance in any Court, or elsewhere, before any Commissioners of his Majesty, and of all Obligations taken or to be taken of any Bailiffs or their Sureties, and of all other Bonds and Covenants which are or shall be made to the said *A. B.* as Sheriff of the said County of *Y.* (except the Covenants herein contained) the Bonds and Obligations taken or to be taken for the Performance of the said Covenants, and every of them, (except before excepted), and shall and may sue and prosecute the same in the Name of the said *A. B.* his Executors and Administrators, at the proper Costs and Charges of the said *C. D.* his Executors, Administrators and Assigns, and the Monies thereof and thereby recovered to have, take and detain, to his and their own Use and Uses, without any Account thereof to yield or make to the said *A. B.* his Heirs, Executors, Administrators or Assigns; **All** which said Bonds and Covenants (except before excepted) he the said *A. B.* doth for himself, his Heirs, Executors, Administrators and Assigns, covenant, promise, grant and agree, to and with the said *C. D.* his Executors and Administrators, by these Presents, that neither he the said *A. B.* nor his Heirs, Executors or Administrators, or any of them, shall release, acquit nor discharge the said Bonds or Covenants, nor any Action, Plaint or Suit thereupon to be brought, or any Judgment or Execution thereupon to be had, without the Assent of the said *C. D.* his Executors, Administrators or Assigns, unless the said *A. B.* his Heirs, Executors or Administrators, shall be enjoined thereunto by Order or Course of Law or Equity. **And** the said *C. D.* doth further for himself, his Heirs, Executors, Administrators and Assigns, covenant, promise and grant, to and with the said *A. B.* his Heirs, Executors and Administrators, by these Presents, that he the said *C. D.* his Executors and Administrators, shall and will from Time to Time, and at all Times hereafter, discharge, defend and keep harmless the said *A. B.* his Heirs, Executors and Administrators, and his and their Lands, Tenements, Goods and Chattels, of and from all Costs, Charges and Damages, which may arise or happen by Reason of any Bill in Equity, or of any Nonsuit or Judgment obtained by any Person or Persons of or upon any of the said Covenants, Obligations or Bonds to be taken for Appearance as aforesaid, or by Reason or Means of removing any Action or Suit in the Name of the said *A. B.* his Heirs, Executors or Administrators, against any Person or Persons, upon the same Covenants, Obligations, or any of them; **And whereas** it is agreed by and between the said Parties to these Presents, that the said *C. D.* shall become bound by Obligation to the said *A. B.* in the penal Sum of 500*l.* conditioned for the true Performance of the said Covenants, Articles and Agreements in these Presents contained, on the Part and Behalf of him the said *C. D.* his Heirs, Executors and Administrators to be performed, and shall also produce five sufficient Sureties, before the 30th Day of *January* next ensuing the Date hereof, to become bound unto the said *A. B.* in the several penal Sums of 100*l.* a-piece, with the like Conditions as aforesaid: **Now** the said *A. B.* is contented and pleased, and **Doth** by these Presents for himself, his Heirs, Executors, Administrators and Assigns, covenant, promise and grant, to and with the said *C. D.* his

his Heirs, Executors, Administrators and Assigns, by these Presents, that he the said *A. B.* his Heirs, Executors or Administrators, or some or one of them, shall and will within the Space of one Year next after the said *C. D.* his Heirs, Executors or Administrators, deliver or cause to be delivered unto the said *A. B.* his Heirs, Executors, Administrators or Assigns, the said *Quietus est* before in these Presents mentioned; and the said *A. B.* his Heirs, Executors and Administrators, being first sufficiently and reasonably discharged and saved harmless of and from all the Payments, Penalties, Fines, Amerciaments, Damages, Dangers, and other Demands before in these Presents mentioned, upon the reasonable Request of the said *C. D.* his Heirs, Executors or Administrators, shall deliver or cause to be delivered up the said Obligations, so to be made by the Sureties of the said *C. D.* as aforesaid, to such Surety or Sureties respectively, and to their respective Heirs, Executors or Administrators, to be cancelled. *In Witness, &c.*

See Bonds.

An Indenture between the High-Sheriff and Gaoler.

THIS Indenture made, &c. Between Sir *W. R.* of *N.* in the County of *Y.* of the one Part, and *A. B.* of the City of *Y.* Gent. of the other Part, *Witnesseth*, that the said Sir *W. R.* for divers good Causes and Considerations him thereunto moving, **Doth** nominate, constitute and appoint the said *A. B.* to be his Gaoler and keeper of all and singular the Prisoners and Persons now in Custody within the Gaol and Castle of *Y.* in the said County of *Y.* as also Gaoler and Keeper of all and singular other Person and Persons, as at any Time or Times hereafter during the Time he the said Sir *W. R.* shall continue and be High-Sheriff of *Y.* and until he shall assign and set over the said Gaol to the next High-Sheriff shall be sent, brought or committed to the said Castle of *Y.* by the Sheriff, Under-Sheriff, or his Deputy or Deputies, Justice or Justices of the Peace, Commissioners of Sewers, or any other Person or Persons whomsoever, having any lawful Authority thereunto; **And** by these Presents **Doth** grant unto the said *A. B.* all such lawful Profits, Fees and Duties, as are and shall be due unto him as Gaoler of the said Castle, from all and every Person and Persons committed, or to be committed to the said Gaol during the Time the said Sir *W. R.* shall continue Sheriff for the said County of *Y.* **And** the said *A. B.* doth for himself, his Heirs, Executors, Administrators and Assigns, and every of them, covenant, promise and grant, to and with the said Sir *W. R.* his Executors and Administrators, by these Presents, that he the said *A. B.* or his sufficient Deputies or Assigns, shall and will from henceforth stand and be charged with all and every the Prisoner and Prisoners in the said Castle, and also receive and take into his Custody and safe keeping in the said Castle, all and every Prisoner and Prisoners which shall be from Time to Time hereafter committed or sent unto the said Castle by the said Sheriff, his Under-Sheriff, Bailiff or Bailiffs, Deputy or Deputies, Justice or Justices of the Peace, Justice or Justices of the Assize, *Nisi prius*, Gaol Delivery, Oyer and Terminer, Commissioner or Commissioners of Sewers, or other Magistrate or Officer having a lawful Authority or Power so to do, and the same Prisoner or Prisoners so committed as aforesaid, and all other Prisoner or Prisoners now being or remaining in the Castle of *Y.* aforesaid, shall well and truly by himself, his Deputy or Deputies, keep safe and imprisoned, according to the Tenor, Purport and Effect of all such Warrants, Precepts or Commandments, by Virtue of which they, or any of them, shall be, or stand committed or imprisoned, until such Prisoner or Prisoners shall be lawfully delivered, and set free and at Liberty with the Allowance of the said Sheriff, or his Under-Sheriff; **And** that the said *A. B.* his Deputy or Deputies, shall not suffer any Prisoner or Prisoners whomsoever to be delivered out of the said Castle or Goals without a *Liberate*, or some other sufficient Warrant from the said Sheriff or Under-Sheriff, or his or their Deputy or Deputies, under the Seal of the Office first had and obtained, and such Fees, as of Right are and shall be due and belonging to the said Sheriff, be satisfied and paid: **And** the said *A. B.* for himself, &c. doth covenant, promise and grant, to and with the said Sheriff, his Executors and Administrators, by these Presents, that he the said *A. B.* his Heirs, Executors and Administrators, or some of them, shall and will from Time to Time well and sufficiently keep harmless and indemnify the said Sheriff and his Under-Sheriff from all Action and Actions which hereafter shall or may be procured against them, or either of them, their or either of their Heirs, Executors or Administrators, for the Escape or Setting at Liberty any Person or Persons which shall or may be committed to the Custody of the said *A. B.* his or any of his Deputy or Deputies; **And** also that the said *A. B.* his sufficient Deputy or Deputies, shall and will at all and every Assize and Gaol-Delivery to be holden at the Castle of *Y.* or elsewhere in the said County of *Y.* and at all and every of the Sessions of the Peace within the said County during the Time the said Sheriff shall continue in his said Office, at his the said *A. B.*'s proper Costs and Charges, find and

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provide

provide a top Hang-man or Slaughter-man for the Executing, Burning, Hanging or Quartering, and other the Execution or Correction of Criminals, and also Irons, Bolts, Locks, Manacles and Ropes, as often as Occasion shall be; **And** shall and will upon Demand deliver unto the said Sheriff, Under-Sheriff and Deputy, the said Castle or Gaol, as also a true and perfect Kalendar, containing all the Prisoners Names within the said Castle, and mentioning all the several Causes of their and every of their Imprisonment; **And** shall from Time to Time well and sufficiently save, defend, keep harmless and indemnified the said Sheriff, his Heirs, Executors and Administrators, of and from all Manner of Actions, Suits, Troubles, Executions, Fines, Penalties, Extents, Damages and Incumbrances whatsoever, for or by Reason or Colour of any Act or Neglect of him the said *A. B.* his Deputy or Deputies, Servants or Assigns; **And** that he the said *A. B.* his Executors, Administrators and Assigns, shall upon six Days Notice, as Warning, left with the Porter or Keeper of the Gates of the said Castle, give better and further Security for the safe Keeping of the Prisoners committed to the said Gaol, and to perform all Covenants, Promises and Agreements in these Presents contained, which on his and their Parts are to be observed and performed. **In Witness, &c.**

See Bonds.

Deputation to convey a Prisoner upon a Habeas Corpus.

A. B. Esq; Sheriff of the County of *Y.* to all to whom these Presents shall come, Greeting. **Whereas** I have received his Majesty's Writ to me directed, whereby I am commanded to have the Body of *W. H.* Gent. now Prisoner in my Custody, before his said Majesty on *Wednesday* next after, *&c.* to do and receive, *&c.* as by the said Writ more at large appeareth: **Now know ye**, that I the said Sheriff have nominated, deputed, authorized and made, and by these Presents do nominate, depute, authorize and make *A. B. C. D.* and *E. F.* of the City of *Y.* and every of them, to be my Deputies, and for them, or any of them, to take and receive into their or any of their Custodies, the said *W. H.* and convey him to *Westminster*, and there have his Return to deliver into the said Court, and to do and perform for me what is by me there to be done. **Given** under the Seal of my Office this — Day of, *&c.*

Disclaimer.

By some of the Complainants in a Bill of Equity, exhibited against their Consent, by the other Complainants.

Whereas *A. B.* and *C.* in the Name of themselves, and also of us whose Hands and Seals are hereunto set, did in — Term, which was in the — Year of his present Majesty King *George's* Reign, exhibit into the Court of Exchequer of his said present Majesty, in the Office of his said present Majesty's Remembrancer, an *English* Bill against *H. D.* of *S.* in the County of *Y.* Gent. to be relieved for and touching the Matter therein contained: **Now know all Men by these Presents**, that we whose Hands and Seals are hereunto set, do jointly, and every of us doth for himself separately and respectively by these Presents renounce, disown and disclaim the said *English* Bill, and all Equity, Benefit and Relief thereby sought and sued for, and all and all Manner of Process and Proceedings whatsoever thereupon had and to be had in our, every or any of our Names or Behalfs, and do declare and acknowledge, that the said Bill was exhibited, and the Suit prosecuted in our Names, without the Knowledge, Consent, Privity, Order or Direction of us, or any of us: And we do for ourselves jointly, and for every of us severally and respectively remise, release and acquit the said *H. D.* his Executors and Administrators, and every of them, of and from the said Suit, and all Equity, Relief, Benefit and Advantage thereby sought and sued for, and of and from all Matters, Things, Claims and Demands therein mentioned to be due, or of Right belonging or appertaining to us, any or either of us, or therein complained of, so that we and every of us, and every of our Heirs, Executors and Administrators, shall be for ever hereafter debarred and excluded, by these Presents, of and from the prosecuting the said Suit by the said *English* Bill, and from prosecuting or suing the said *H. D.* his Executors or Administrators, for or in Respect of any Matter, Cause or Thing whatsoever, from the Beginning of the World unto the Day of the Date hereof. **In Witness, &c.**

Distribution.

Distribution.

A Deed of Distribution of a Bankrupt's Estate.

THIS Indenture made, &c. **Between** J. W. Esq; W. Y. and J. M. Gent. the major Part of the acting Commissioners named and authorized in the renewed Commission of Bankruptcy herein after recited, lately awarded against W. F. late of, &c. of the one Part, and F. E. J. F. W. C. jun. of, &c. W. C. of B. T. T. T. M. R. W. S. L. J. L. J. D. J. C. H. B. W. O. W. B. J. D. T. C. M. J. the said F. E. J. H. S. F. T. W. W. D. (and a great many other Creditors Names particularly mentioned) of the other Part. **Whereas** his late Majesty (King George) his Commission under the Great Seal of Great Britain, bearing Date at Westminster the, &c. grounded upon the several Statutes made concerning Bankrupts, hath been awarded, &c. against the said W. F. directed to the said J. W. W. Y. and J. M. together with J. R. Esq; and R. W. Gent. therein named, thereby giving full Power and Authority unto them the said Commissioners, four or three of them, to execute the same, as by the same Commission, Relation being thereunto had, may more fully and at large appear: **And whereas** the major Part of the said Commissioners named and authorized in and by the said last mentioned Commission, having begun to put the same Commission in Execution, upon due Examination of Witnesses, and other good Proof upon Oath before them taken, did find that the said W. F. against whom the said Commission of Bankrupt was had, awarded and issued, for the Space of seven Years then last past and upwards, *Did* exercise and carry on the Trade and Business of a common Brewer at his House in B. aforesaid, and fought and endeavoured to get his living thereby; and that he the said W. F. by Reason of such his Trade and Dealing, became justly and truly indebted, and did owe and stood indebted unto the above named F. E. and T. C. and unto divers other Persons, his Creditors, in several Sums of Money, amounting to the Sum of 670 l. and upwards, of, &c. and being so indebted as aforesaid, he the said W. F. did before the Date and Suing forth of the same Commission, in the Judgment of the same last mentioned Commissioners, become a Bankrupt to all Intents and Purposes within the true Intent and Meaning of some or one of the Statutes made concerning Bankrupts; **And** the same Commissioners, in further Execution of the said last mentioned Commission, by Virtue of a Warrant under their Hands and Seals, did seize and take into their Possession divers Goods, Wares and Merchandizes, Household-Stuff, and Implements of Household-Stuff, Bedding, Linen, Bras, Pewter, and other Commodities and Effects of and belonging to the said W. F. and remaining within his Dwelling-house, Yard and Brewhouse, which have been duly inventoried and appraised by honest Men of Skill and Judgment, who have valued and appraised the same at the Sum or Value of 160 l. 18 s. 6 d. as by the particular Inventories and Appraisement thereof delivered to the same Commissioners) a true Copy whereof is annexed to the Indenture of Assignment herein after next recited) may appear: **And whereas** the same Commissioners, in the said Commission, Parties to these Presents, in Execution of a renewed Commission, bearing Date at Westminster the, &c. by their Indenture of Assignment under their Hands and Seals bearing Date the 27th Day of June in the first Year of the Reign of his present Majesty King George, (reciting as above is recited, and further reciting, that there were divers Goods, Wares and Merchandize, Sum and Sums of Money, Estate and Effects due, owing and belonging to the said W. F. and his Estate), did order, bargain, sell, assign and set over unto the above named F. E. and T. C. their Executors, Administrators and Assigns, all and singular the Goods, Wares and Merchandizes, Household-Stuff and Implements of Household-Stuff, and all other Things beforementioned and contained in the said Schedule or Inventory thereunto annexed, and all other Goods, Wares and Merchandizes, Debts, Sum and Sums of Money due, owing and belonging to the said W. F. or his Estate; *To have and to hold* the same unto the said F. E. and T. C. their Executors, Administrators and Assigns for ever; *In Trust nevertheless* to and for the Use, Benefit and Advantage of them the said F. E. and T. C. and all such other of the Creditors of the said W. F. who had fought, or then after should in due Time come in as Creditors under the said Commission, and seek Relief thereby, and contribute towards the Charges thereof, according to the Directions and Limitations of the several Statutes in that Behalf made and provided, and to and for no other Use, Intent or Purpose whatsoever; as in and by the said recited Indenture of Assignment, Relation being thereunto had, may more fully appear: **And whereas** his present Majesty's Commission under the Great Seal of Great Britain, bearing Date at Westminster the 19th Day of February in the first Year of his Reign, grounded upon the several Statutes therein mentioned concerning Bankrupts, hath been also awarded against the said W. F. directed to the same Commissioners,

missioners, thereby giving full Power and Authority unto them the said Commissioners, four or three of them, to execute the same: **And whereas** the Commissioners, Parties to these Presents, being the major Part of the Commissioners named and authorized in and by the said last mentioned Commission, having begun to put the same Commission in Execution, did cause due Notice to be published in the *London Gazette* at their — to make a Distribution of the said Bankrupt's Estate and Effects: **And whereas** the full Space of four Months since the Date and Suing forth of the said last mentioned Commission long since expired, and sufficient Notice hath been given of the intended making of this present Deed of Distribution, by publishing the same in the *London Gazette* as aforesaid, and no other, the Creditors of the said *W. F.* other than the Persons above named as Creditors, Parties to these Presents, have come under the said Commission, and sought Relief thereby, or paid Contribution Money towards the Charges thereof, according to the Directions of the said Statutes, or for any Debt due or claimed to be due and owing by and from the said *W. F.* **And whereas** the said Commissioners, Parties to these Presents, upon *the like* due Examination of Witnesses, and other good Proof upon Oath before them had and taken, have found that the said *W. F.* at the Time he became a Bankrupt as aforesaid, was justly and truly indebted, and still doth owe and stand indebted unto the said *F. E.* and *T. C.* and such other of the Creditors above named, Parties hereunto, who have already made full and due Proof of their several and respective Debts, in several Sums of Money, amounting to the Sum of 768 *l.* 2 *s.* 2 *d.* which said Sum of 768 *l.* 2 *s.* 2 *d.* so proved as aforesaid, the Particulars whereof, together with the several and respective Persons Names who have proved their several and respective Debts, are mentioned and set forth in a Schedule hereunto annexed: **And whereas** it appears by an Account delivered to the said Commissioners, Parties to these Presents, that the said *F. E.* and *T. C.* have had and received by and out of the Estate and Effects of the said *W. F.* the Sum of 603 *l.* 3 *s.* 10 *d.* $\frac{1}{2}$ over and above all Charges and Expences in suing forth and prosecuting the said Commission, (the Particulars whereof are also contained in the said Schedule hereunto annexed): **And whereas** the said Creditors, Parties hereunto, have made, and by these Presents do make their Request unto the said Commissioners, Parties to these Presents, to divide and distribute unto and amongst them the said Creditors the said Sum of 603 *l.* 3 *s.* 10 *d.* $\frac{1}{2}$ rateably and proportionably to be divided amongst them, according to the several and respective Debts due and owing unto them by and from the said *W. F.* for and towards Payment and Satisfaction of the same: **Now this Indenture witnesseth**, that the said Commissioners, Parties to these Presents, in further Execution of the said Commission, and of the Statutes therein mentioned, and by Force and Virtue thereof, and of the Power and Authority to them thereby given, and for and in Consideration, and to the Intent and Purpose that a due and legal Distribution may be effectually made of the said Sum of 603 *l.* 3 *s.* 10 *d.* $\frac{1}{2}$ **Have** ordered, distributed, divided and set over, and by these Presents they the said Commissioners, Parties to these Presents, **Do**, as much as in them lieth, and they lawfully may, order, distribute, divide and set over unto and amongst them the said Creditors, Parties to these Presents, the said Sum of 603 *l.* 3 *s.* 10 *d.* $\frac{1}{2}$ in Manner following, (that is to say) To each and every of them the said Creditors, Parties hereunto, a Part and Proportion of the same, Share and Share alike, according to the Quantity and Proportion of their several and respective Debts; **To have**, hold and enjoy the said Sum of 603 *l.* 3 *s.* 10 *d.* $\frac{1}{2}$ and every Part and Parcel thereof, unto them the said Creditors, Parties hereunto, their respective Executors and Administrators, as his and their own proper Money and Estate, for and towards Payment and Satisfaction of their said several and respective Debts, as far as the same will amount unto, to be rateably and proportionably divided amongst them as above is mentioned: **And** the said Creditors above named, Parties hereunto, for themselves severally and not jointly, or the one for the other of them, and for their several and respective Heirs, Executors, and Administrators, do covenant, promise and agree, to and with the said Commissioners, Parties to these Presents, their respective Executors and Administrators, and to and with every of them by these Presents, that they the said Creditors, Parties hereunto, their respective Executors and Administrators, shall and will, as far forth as his or their respective and particular Interest shall extend, well and sufficiently save, defend, keep harmless and indemnified the said Commissioners, Parties to these Presents, their Bodies, Lands, Tenements, Goods and Chattels, and every Part of them, of, from and against all and all Manner of Action and Actions, Suits, Charges, Damages and Expences whatsoever, which they the said Commissioners, Parties to these Presents, or any of them, shall or may suffer, sustain or be put unto, for or by Reason or Means of this present Deed of Distribution, or their or any of their lawful intermeddling in or with any Part of the Estate or Effects of the said *W. F.* **In Witness, &c.**

Distress.

Distress.

A Notice of Distress by an Authority from the Landlord on a Farm and Lands.

See **Letter of Attorney** to Distrain, p.

To Mr. ———

TAKE Notice, That by Virtue of an Authority from his Grace the Duke of ——— your Landlord, I have this ——— Day of ——— 1759, seized and taken in Distress all and every the Goods and Chattels mentioned in an Inventory hereunder written, for 121*l.* being three Quarters of a Year's (single) Rent, due the 24th Day of *June* last, from you to the said Duke of ——— for the Farm called ——— and Lands, with the Appurtenances in your Possession, within the Parish of ——— in the County of ——— and you are likewise to take Notice that unless you pay the said Rent, or replevy the said Goods and Chattels hereafter mentioned, in five Days Time, they will be sold and disposed of as the Law directs.

Yours, &c. A. B.

The Inventory referred to by the above Notice.

In the GREAT BARN.

One Bay of Oats and a small Parcel of Oats in the Straw, nine Quarters of Wheat in Sacks, one Winnowing Fan, one Bushel, one Strike, seven Seives, and a Parcel of Wheat Straw.

In the STABLE

Five Geldings, four Pair of Iron Harness, two Cart-Saddles, and nine Bit-Halters.

In the BACKSIDES.

A Cart and Line, &c.

In the Field called.———

A Waggon Load of Wheatheaves and Line, a Close of Barley standing next adjoining to the Backside, a Piece of Barley standing called the *Croft*, 262 Shocks of Wheat cut in the Field below the——, 369 Shocks of Wheat cut in a Ground called——, 183 Cocks of Oats in the Field called——, one Piece of Barley standing in, &c.

Another of Goods.

Mr. ———

TAKE Notice, That I have seized and distrained the several Goods and Chattels mentioned in the Inventory thereof hereunder written, for 6*l.* 10*s.* due to me for Half a Year's Rent at *Michaelmas* last, for the House in your Possession in——Street, and have locked up the said Goods in the Garrets (or——) of the said House, and unless you pay the said Rent, or replevy the said Goods and Chattels within five Days from the Date hereof, they will be sold and disposed of as the Laws directs. Dated this——Day of——1759.

Yours, A. B.

The Inventory referred to by the above Notice.

In the KITCHEN.

One, &c.

In the PARLOUR.

One Sconce Glass, &c.

Memorandum, give a Copy of the above Notice and Inventory to Mr.—— in the Presence of C. D. A. B.

Witness, C. D.

VOL. III.

O o o

Enfranchisement.

Enfranchisement.

A Deed of Enfranchisement of Copyhold Lands from the Lord of the Manor to the Copyholder.

Recital of
Surrender,

so as the Lord
may convey
the Premises
as free Lands,
&c. and ab-
solutely en-
franchise the
same.
Agreements
so to do.
Consideration.

Parcels, &c.

Habendum.

To the Use of
C. W.

THIS Indenture made, &c. Between J. L. of — of the one Part, and C. W. of — of the other Part. **Whereas** the said C. W. has duly Surrendered into the Hands of the said J. L. Party hereto, Lord of the Manor of E. in the County of S. by the Acceptance of T. S. Deputy of J. A. Esq; Steward of the said Manor, according to the Custom of the said Manor, the Copyhold Messuage or Tenement, and the several Clofes or Parcels of Ground therein and herein after particularly mentioned and expressed, unto the Use of the said J. L. his Heirs and Assigns for ever, as in and by the said Surrender, Relation, &c. which said Surrender was so made, that the said J. L. Lord of the said Manor, might thereupon grant and convey the same Messuage or Tenement, Clofes, Pieces or Parcels of Land and Premises, unto the said C. W. his Heirs and Assigns, as free Lands and Tenements, and absolutely and effectually enfranchise the same to the said C. W. his Heirs and Assigns for ever, which he hath agreed with the said C. W. to do upon the Consideration and Terms herein after expressed: **Now this Indenture witnesseth**, that the said J. L. Lord of the said Manor, as well in Pursuance and Performance of the said Agreement on his Part, as in Consideration of the Sum of — of, &c. to him the said J. L. by the said C. W. well and truly in Hand paid, at, &c. the Receipt, &c. **Hath** granted, bargained, sold, released, remised, aliened, infeoffed and confirmed, and by these Presents **Doth** fully, clearly and absolutely grant, &c. unto the said C. W. and his Heirs, **All** that, &c. **All** which said Premises were late the Estate of E. D. of — and are situate, &c. and are now in the Tenure, &c. of W. A. his, &c. **And all** and singular the Ways, &c. and the Reversion, &c. and all the Estate, &c. which he the said J. L. or any Person or Persons to his Use or in Trust for him, have or hath, of, in, to or out of the said Premises, or any Part thereof in Law or Equity, or otherwise howsoever; **Of** all which said Messuages, &c. the said C. W. is now in the actual Possession, and the same are demised by Virtue of a Bargain and Sale thereof, to him made by the said J. L. for the Term of one whole Year, by Indenture, bearing Date the Day next before the Day of the Date of these Presents, and made or mentioned to be made between the said Parties to these Presents, and by Force of the Statute for Transferring of Uses into Possession; **To have and to hold** the said Messuages, &c. and Premises hereby granted and released, or meant, mentioned or intended to be hereby granted and released, and every Part and Parcel thereof, with their and every of their Appurtenances, unto the said C. W. his Heirs and Assigns; **To the only Use** and Behoof of him the said C. W. his Heirs and Assigns for ever, and to and for no other Use, Intent or Purpose whatsoever, **And** that freely, &c. (*free from Incumbrances; that J. L. has not conveyed the Premises, otherwise than as Copyhold to any other Person; for quiet Enjoyment; for further Assurance; Vide Tit. Covenants, and the following Precedents.*) **In Witness,** &c.

Another.

Recital that
the Copyhol-
der is seised,
and that the
Lord has
agreed to en-
franchise the
Premises.

THIS Indenture made, &c. Between T. P. of — Esq; Lord of the Manor of B. in the County of — of the one Part, and C. R. of — of the other Part. * **Whereas** the said C. R. is seised to him and his Heirs, at the Will of the Lord, according to the Custom of the said Manor of B. of and in all those Customary or Copyhold Here-table Tenements, B. C. and K. held of the said Manor, and the said T. P. hath agreed, in Consideration of the Sum of, &c. of lawful Money of Great Britain, to enfranchise the same, so that the said C. R. and his Heirs may enjoy the same, and Freehold and Inheritance thereof, free from all Customs, Heriots, Suits and Services: **Now this Indenture witnesseth**, that in Performance of the said Agreements, and for absolutely enfranchising the same Copyhold Premises, and in Consideration of the Sum of, &c. the Receipt, &c. he the said T. P. **Hath** granted, &c. (*as in the foregoing Precedent*) and by, &c. **Doth** grant, &c. unto the said C. R. (in his actual Possession now being by Virtue of a Bargain and Sale to him thereof made for one whole Year by Indenture, bearing Date the Day next before the Day of the Date of these Presents, and by Force of the Statute, &c.) and to his Heirs, **All** those Tenements or Copyholds, or Customary Estates commonly called, &c. and all Ways, &c. and the said T. P. doth hereby grant to the said C. R. his Heirs, the like and same Common as he was intitled unto when a Copyholder, and the Reversion, &c. of the said

Pre-

Premises, and all Heriots, Quit-Rents, Duties, Suit and Service to be due and paid for the same, and all the Estate, &c. of the said T. P. in and to the same; **To have and to hold** the said Tenements, and all and singular, &c. (as in the last Precedent to) for ever, enfranchised, freed and absolutely discharged, of and from all Rents, Heriots, Suits and Services whatsoever, due, payable, or to be performed to the said T. P. as Lord of the Manor of P. by Usage, Custom, Prescription, or otherwise howsoever. + (Covenant that T. P. is lawfully seised of the Premises, subject to the Estate of C. R. that he has a Right to enfranchise the same; that C. R. shall peaceably enjoy; free from Incumbrances; for further Assurance, Vide Tit. **Covenant**, and the following Precedents.) **In Witness**, &c.

A Recital may be of the Grantor's being seised in Fee-simple of the Manor, and the Copyholder of his Copyhold, thus.

—* **Whereas** the said A. B. is lawfully seised to him and his Heirs, in Fee-simple, of the Manor of, &c. and the said C. D. is and stands seised to him and his Heirs, according to the Custom of the said Manor, of and in, &c.

This Proviso may sometimes be necessary to be added after the Habendum.

—+ **Provided always**, and it is the true Intent and Meaning of these Presents, and of the Parties hereunto, that these Presents, or any Clause, Matter or Thing herein contained, shall not extend or be deemed, taken or construed to extend to enfranchise or make free the remaining, or any other Parts of the several Copyhold Lands or Tenements, not herein before granted, and now or late of him the said D. or any of them, or to acquit or discharge the said remaining, or other Parts from any Payments, Rents, Quit-Rents, Fines, Heriots, Fealty, Suit of Court, or any other Payments, Duties, Customs or Services, which by, or according to the Custom of the aforesaid Manor, the said respective Copyhold Lands or Tenements, or any of them, have at any Time heretofore been subject or liable to, or charged with, or which have been, or ought to have been paid, done or performed, for or in Respect of the said respective Lands or Tenements, as Copyhold and Parcel of the said Manor; **Neither** shall the yearly Quit-Rents, whereby the said Lands or Tenements are severally holden, be apportioned, divided, lessened or extinguished by Reason of these Presents, or of the Grant and Enfranchisement hereby made, but the same shall be paid, done and performed, only out of, and for and in Respect of the said remaining Parts of the said Copyhold Lands or Tenements not hereby granted, and no Part thereof out of, or for or in Respect of the said hereby granted Lands, Grounds, Hereditaments and Premises, or any Part thereof.

Another Deed of Enfranchisement.

THIS Indenture, made, &c. **Between** A. of the one Part, and B. of the other Part, **Witnesseth**, that the said A. for and in Consideration of the Sum of 22 l. of, &c. to him the said A. by the said B. at, &c. well and truly paid, the Receipt, &c. and thereof, &c. **hath** granted, &c. and by, &c. **Doth**, &c. unto the said B. and his Heirs, **All** that Messuage, &c. **Which** said Messuage and Premises, with the Appurtenances, are situate, Intent to enfranchise. lying and being in E. in the County of H. and are Copyhold Lands and Tenements, held by the said B. of the said A. as Lord thereof, and are intended by these Presents to be fully and absolutely enfranchised, to all Intents and Purposes whatsoever, together with all Barns, &c. and the Reversion, &c. and all Rents, &c. and also all Deeds, &c. concerning the Premises only, or concerning only any Part thereof, together with true Copies of all the Evidences and Writings touching the Premises, or any Part thereof, amongst other the Lands of the said A. to be made at the Costs and Charges of the said B. his Heirs and Assigns; **To have and to hold** the said Messuage, &c. and all and singular other the Habendum. Premises by these Presents mentioned or intended to be granted, bargained, sold, aliened, infeoffed and confirmed, with their and every of their Appurtenances, unto the said B. his Heirs and Assigns, to the only Use and Behoof of the said B. his Heirs and Assigns for ever; Use. **And** the said A. for himself, &c. (Covenants for quiet Enjoyment); **And to the End** and Purpose, that the Estate in and by this present Indenture granted, may be fully executed, Letter of Attorney to make Livery. according to the true Intent and Meaning of these Presents, the said A. hath nominated, constituted and appointed, and in his Place and Stead put, and by these Presents doth, &c. and in his Place and Stead put C. of, &c. and D. of, &c. jointly, and each of them, by himself severally, his true and lawful Attornies, and by these Presents doth give and grant

grant unto the said C. and D. jointly, and each of them by himself severally, full Power and Authority for him, and in his Name and Stead, into the said Messuage and Premises, &c. and every or any Part thereof, in the Name of the whole to take and receive, and after peaceable Possession thereof had and taken as aforesaid, to deliver quiet and peaceable Possession and Seisin thereof, or of any Part or Parcel thereof, in the Name of the whole, to the said B. his Heirs or Assigns, or to his or their lawful Attorney or Attornies, sufficiently authorized to receive and take the same, and him or them to leave in quiet and peaceable Possession, according to the Intent and Meaning of these Presents; and the said A. doth hereby allow, ratify and confirm whatsoever the said C. and D. or either of them shall lawfully do, or cause to be done in or about the Premises, by Virtue of these Presents, to be as good, effectual and available in the Law, to all Intents and Purposes, as if the said A. had done the same in his own Person, or had been present at the doing thereof. **In Witness, &c. (a)**

A Deed of Enfranchisement with Reservations.

Recital of Ad-
milion, &c. **T**HIS Indenture, made, &c. **B**etween W. H. the Elder, of C. in the County of E. (Lord of the Manor of B. in the said County of E.) of the one Part, and W. P. W. of, &c. Esq; of the other Part. **W**hereas the said W. P. W. at a Court held for the said Manor, on or about the 15th Day of April in the third Year of the Reign of, &c. was admitted Tenant in Fee-simple by Copy of Court-Roll, according to the Custom of the said Manor, to the several Copyhold or Customary Lands, Grounds and Hereditaments herein after mentioned; (that is to say) **T**o one Close or Parcel of Land called, &c. **A**ll which Close, &c. are situate, lying and being in the Parish of C. aforesaid, and within the said Manor of B. and now are, or late were in the Tenure or Occupation of J. C. and W. M. or one of them, **A**nd are Copyhold Lands of Inheritance held by the said W. P. W. of the said W. H. the Elder, as Lord of the Manor of B. **A**nd are intended by these Presents to be fully and absolutely enfranchised, to all Intents and Purposes whatsoever: **N**ow this Indenture witnesseth, that for and in Consideration of the Sum of 48 l. of, &c. to the said W. H. in Hand, &c. at, &c. the Receipt, &c. **H**e the said W. H. hath granted, bargained and sold, and by these Presents **D**oth grant, bargain and sell unto the said W. P. W. his Heirs and Assigns, **A**ll the said Close, &c. and all and singular other the Premises herein before mentioned, and every Part and Parcel thereof, with their and every of their Appurtenances, and all Ditches, Trees, Commons and Common of Pasture, Commodities, Emoluments, Hereditaments and Appurtenances whatsoever to the said Lands, Grounds and Premises, or to any Part or Parcel thereof, belonging or in any wise appertaining; **A**nd the Reversion and Reversions, Remainder and Remainders of the said Lands, Grounds and Premises, and all Rents, Heriots and Services, of all and singular the Premises, and of every Part and Parcel thereof, and all the Estate, Right, Title, Interest, Use, Trust, Property, Claim and Demand whatsoever, either in Law or Equity of him the said W. H. of, in, and unto the same Premises, and every or any Part or Parcel thereof; **T**o have and to hold the said Close, &c. and all and singular other the Premises hereby granted, &c. or mentioned or intended so to be, and every Part and Parcel thereof, with their and every of their Appurtenances, unto the said W. P. W. his Heirs and Assigns, **T**o the only Use and Behoof of the said W. P. W. his Heirs and Assigns for ever; **D**ischarged of and from all Services whatsoever, other than and except Fealty and Suit of Court, and the Quit-Rents herein after mentioned; **Y**ielding therefore for ever hereafter, unto the said W. H. his Heirs and Assigns, Lords of the said Manor, such yearly Quit-Rents as have been heretofore usually paid for the same Premises: **A**nd the said W. H. the Elder, for himself, his Heirs, Executors and Administrators, doth covenant with the said W. P. W. his Heirs and Assigns, in Manner following, viz. That he the said W. H. (notwithstanding any Act, Matter or Thing done or wittingly suffered by him the said W. H. or by Sir E. H. Knt. deceased, late Father of the said W. H.) now hath in himself good Right and full Power to grant and convey the said Close, Crofts, Lands, Grounds, Hereditaments and Premises hereby mentioned or intended to be granted, bargained and sold, with their Appurtenances, unto the said W. P. W. his Heirs and Assigns, according to the Purport and true Meaning of these Presents; **A**nd also that (notwithstanding any such Act, Matter or Thing, done or suffered as aforesaid) it shall and may be lawful to and for the said W. P. W. his Heirs and Assigns, from Time to Time, and at all Times hereafter, (subject only to the said yearly Quit-Rents, and to the Fealty and Suit of Court as aforesaid) peaceably and quietly to hold and enjoy the said Close, Crofts, Lands, Hereditaments and Premises hereby granted, bargained and sold,

Consideration.

Grant.

And the Reversion.

Habendum in Fee.

Discharged of Rents and Services. Except, &c.

(a) Note; A Memorandum of Livery was indorsed.

fold, or mentioned or intended so to be, and every Part thereof, with their Appurtenances, and to receive and take the Rents and Profits thereof to his and their own Use, without any the lawful Let, Suit, Trouble, Eviction or Interruption of or from the said *W. H.* his Heirs or Assigns, or of or from any other Person or Persons whatsoever, lawfully claiming or which shall lawfully claim, by, from or under or in Trust for them, or any of them, or by, from or under or in Trust for the said Sir *E. H.* deceased, **And** that free and clear, and freely, clearly and absolutely acquitted and discharged of and from all and all Manner of former and other Titles, Charges, Settlements and Incumbrances whatsoever, had, made, done, or wittingly or willingly suffered by the said *W. H.* or by the said Sir *E. H.* or any other Person or Persons whatsoever, claiming or to claim, by, from or under, or in Trust for them or either of them; **And further**, that he the said *W. H.* and his Heirs, and all and every other Person and Persons whatsoever, having or lawfully claiming, or which shall have or lawfully claim any Estate, Right, Title, Interest, Trust or Demand whatsoever, either in Law or Equity, in, to or out of the said Closes, Crofts, Lands and Premises hereby granted, bargained and sold, or mentioned or intended so to be, or any Part thereof, by, from or under or in Trust for the said *W. H.* or his Heirs, or by, from or under, or in Trust for the said Sir *E. H.* deceased, (except such Person or Persons lawfully claiming or to claim the said yearly Quit-Rent and Fealty and Suit of Court only) shall and will, from Time to Time, and at all Times hereafter, within the Space of 10 Years next ensuing the Day of the Date hereof, upon the reasonable Request, and at the Costs and Charges in the Law of the said *W. P. W.* his Heirs or Assigns, make and do, or procure to be made and done, all and every such further reasonable Acts and Things whatsoever, for the further and better Assuring and Confirming of the said Close, Crofts, Lands, Hereditaments and Premises, and every Part thereof, with their Appurtenances, unto and to the Use of the said *W. P. W.* his Heirs and Assigns for ever, as by the said *W. P. W.* his Heirs or Assigns, or his, their or any of their Counsel learned in the Law, shall be reasonably devised, advised or required, so as for the making of such further Assurances, no Person be compelled to travel further than the Cities of *London* and *Westminster*, or one of them, and so as such further Assurance contain no further or other Warranty or Covenant than against the respective Persons that shall respectively make the same, and their respective Heirs, and all Persons lawfully claiming, or which shall lawfully claim, by, from or under them. **In Witness, &c.**

Free from Incumbrances.

For further Assurance.

Another, to be inrolled with Reservations and Power to distrain.

THIS Indenture, &c. Between Sir *J. R.* of, &c. Bart. (Lord of the Manor of *H. S.* in the County of *M.*) of the one Part, and *M. F.* of, &c. Yeoman of the other Part. **Whereas** the said Sir *J. R.* hath agreed with the said *M. F.* to enfranchise **All** those two Closes or Parcels of Land and Meadow, situate, &c. called, &c. containing, &c. and bounding, &c. and as the said Premises are now in the Possession or Occupation of the said *M. F.* his Under-Tenants or Assigns, all which Premises are Copyhold and Parcel of and holden of the said Manor of *H. S.* and of which said Copyhold Premises the said *M. F.* is Seised of now seised to him and his Heirs, at the Will of the Lord, according to the Custom of the said Manor, under the Rent and Services due and payable for the same, to the End that the said *M. F.* may be seised of the said Premises, to him and his Heirs for ever; reserving the Rent nevertheless to the said Sir *J. R.* his Heirs and Assigns for ever, the yearly Sum of 5*s.* in the Nature of a Quit-Rent, payable on the Feast-Day of St. *Michael the Archangel*, in every Year; and also paying to the said Sir *J. R.* his Heirs and Assigns for ever, Lords of the said Manor, the like Sum of 5*s.* as a Relief, on the Death of him the said *M. F.* or such other Person or Persons whomsoever, who at any Time or Times hereafter shall die seised of the said Premises; the said *M. F.* his Heirs and Assigns likewise doing Suit to the said Court of the said Manor of *H. S.* as other the Freehold Tenants of the said Manor ought of Right to do, with Power for the said Sir *J. R.* his Heirs and Assigns, to distrain for the said Rent, Relief and Suit, when and as often as the same become due, and to be paid and performed, as herein after mentioned: **Now this Indenture witnesseth**, that in Pursuance of the said Agreement, and for and in Consideration of the Sum of 150*l.* of, &c. to him the said Sir *J. R.* in Hand well and truly paid by the said *M. F.* at or before the Sealing or Delivery of these Presents, the Receipt, &c. **He** the said Sir *J. R.* hath granted, bargained, sold, remised, released and confirmed, **And** by these Presents **Doth**, &c. unto the said *M. F.* his Heirs and Assigns, **The** said two Closes of Land and Meadow, and all and singular the Premises herein before mentioned, with their and every of their Appurtenances, and the Reversion and Reversions, Remainder and Remainders, Rents, Issues and Profits of the said Premises, and of every Part thereof; and all the Estate, Right, Title, Interest, Property, Claim and Demand whatsoever of him the

Recital of Agreement to enfranchise Copyhold Lands.

Seised of Copyhold.

Reservations.

Consideration.

Premises.

Halendum. said Sir J. R. of, in or to the said Premises, or of, in or to any Part or Parcel thereof; **To have and to hold** the said Premises hereby granted, bargained, sold, remised and released, or meant, mentioned or intended so to be, with their and every of their Appurtenances, unto the said M. F. his Heirs and Assigns, to the only proper Use and Behoof of the said M. F. his Heirs and Assigns for ever; **Yielding and paying** therefore yearly, and every Year, unto the said Sir J. R. his Heirs and Assigns, Lords of the said Manor for ever, the Sum of 5 s. for and as in the Nature of a Quit-Rent, on the Feast-Day of St. Michael the Archangel, in every Year; **And also yielding and paying** unto the said Sir J. R. his Heirs and Assigns, Lords of the said Manor for ever, the like Sum of 5 s. for and as in the Nature of a Relief, on the Death of the said M. F. or such other Person or Persons, who at any Time hereafter shall die seised of the said Premises; **And** the said M. F. his Heirs and Assigns, from Time to Time, and at all Times hereafter for ever, for or in Respect of the said Premises, doing also Suit to the said Court of the said Manor of H. S. as other the Freehold Tenants of the said Manor do or ought of Right to do; or on his or their making any Default or Defaults therein, in paying unto the said Sir J. R. his Heirs and Assigns, Lords of the said Manor, the Sum of 4 d. when demanded; **Provided always**, and it is hereby agreed, covenanted and concluded by and between the said Parties to these Presents, and it is the true Intent and Meaning of the same, and the said M. F. for himself, his Heirs and Assigns, doth hereby agree and grant, that if the said several Sums of 5 s. 5 s. and 4 d. herein before reserved and payable, or any of them, shall be behind and unpaid in Part or in all, at such Times, and in such respective Cases, as is herein before limited for Payment of the same; and likewise if the said M. F. his Heirs or Assigns, or such other Person or Persons, as at any Time or Times hereafter shall become seised of the said Premises, shall neglect to make Suit at such Courts, as from Time to Time shall be held for the said Manor of H. S. and on every such Default or Neglect shall not pay the said Sum of 4 d. to the said Sir J. R. his Heirs or Assigns, Lords of the said Manor, for every such Default or Neglect, the same being first demanded; that then in all and every or any such Cases, it shall and may be lawful to and for the said Sir J. R. his Heirs or Assigns, Lords of the said Manor, into and upon the said hereby granted Premises, or any Part of them, to enter and distrain for the Non-payment of such respective Sums as shall be so in Arrear, and the Distress and Distresses then and there found to take, drive, carry away, impound and sell, for and towards Payment of the respective Sums as shall be so in Arrear, and for the Non-payment whereof such Distress and Distresses shall be taken as aforesaid, together with all Costs and Charges of making such Distress and Distresses. **And** the said Sir J. R. for himself, his Heirs and Assigns, doth covenant, promise and agree to and with the said M. F. his Heirs and Assigns by these Presents, in Manner as follows, *viz.* That he the said Sir J. R. or any of his Ancestors, have nor, nor either of them hath, made, done, committed, or wittingly or willingly suffered any Act, Deed, Matter or Thing whatsoever, whereby, or by Reason or Means whereof he the said Sir J. R. is in any wise disabled from Granting, Bargaining, Selling, Remising, Releasing and Enfranchising the said Closes of Land and Premises to the said M. F. in Manner as aforesaid, or whereby or by Reason or Means whereof the said Premises hereby granted and enfranchised, or any Part thereof, are or is, or shall or may be any way impeached, charged or incumbered in Estate, Title, or otherwise howsoever. (*Covenant for further Assurance.*) **In Witness, &c.**

Power of Distress.

Grantor covenants, viz. done no Act, whereby to be disabled from enfranchising, or whereby Premises incumbered.

Exceptions.

Out of the Grant, &c. of a Manor.

SAVING and excepted to the said A. B. his Heirs and Assigns for ever, out of this Feoffment or Grant (*or Grant, Bargain and Sale, or Lease*) **All** that Messuage or Tenement, with the Appurtenances, lying in H. aforesaid, wherein one J. S. now dwelleth, **And all** the Gardens, Orchards, Lands, Meadows, Pastures, Woods, Underwoods, Commons and Hereditaments to the said Messuages belonging, or in any wise appertaining, or usually occupied and enjoyed therewith, or reputed or esteemed as Part or Parcel thereof, or as belonging thereunto, **And all** the Rents and Services issuing, due or payable out of, for, or in Respect of the same, or as incident thereto, or attendant thereupon; (**All** which are now Parcel of the said Manor of H.) **And all** and singular the Boundaries and Works of the Tenants and Farmers there, for the Carriage of Corn, always foreprised, excepted and reserved unto the said A. B. his Heirs and Assigns.

Of a Messuage, Gardens, &c.

Rents.

Out

Out of the Grant of a House and the Lands belonging, upon a general Grant.

SAID and excepted unto the said *A. B.* and his Heirs for ever, out of this Grant, ^{Of a Room.} Bargain and Sale, &c. **A**ll that one Room, Parcel of the said Messuage, over the Parlour there, commonly called the Parlour-Chamber, with free Ingress, Egress and Regress into, out of, and from the same; **A**nd all that one Close of Meadow commonly called by the Name of Close, — containing by Estimation — Acres or thereabouts, being Parcel of the Meadows appertaining to the said last mentioned Messuage, and all and singular the Boundaries and Works of the Tenants and Farmers there, for the Carriage of Corn, always foreprised, excepted and reserved unto the said *A. B.* his Heirs and Assigns.

Out of a Demise of Wood, &c.

EXCEPTING and always reserved out of this Demise, **A**ll Woods, Underwoods and Trees, ^{Of Wood.} Groves and Coppices, of and in the afore demised Premises, or thereunto belonging or appertaining, or which are now growing, or hereafter shall be growing, and being, in or upon the same Premises, and the Soil and Ground thereof, together with free Ingress, Egress, and Regress, Way and Passage to and for the said *A. B.* his Heirs and Assigns, with Horses, Carts, Wains and Ploughs, and other Draughts and Carriages to, from, in and out of the same; and for cutting, felling, selling and carrying away the same at reasonable Times.

Of Trees growing, out of the Grant of a Close or a Piece of Ground.

EXCEPT also, and always reserved unto the said *A. B.* and his Heirs for ever; **A**ll the ^{Of Trees in a} Trees now growing and being upon or within the said last named Close. ^{Close.}

The like.

EXCEPT also, and always reserved unto the said *A. B.* and his Heirs, **A**ll the Trees now ^{The like.} growing and being, or hereafter to be growing and being, in, upon, or within the said last named Close of Meadow, or any Part thereof, and also free Liberty, Ingress, Egress, and Regress, Way and Passage at Times convenient, into and out of the said Close for cutting, felling, felling, or taking of the same Trees, or any of them.

Of Timber, and a Way.

EXCEPTING and always reserving out of this present Demise and Grant, unto the said *A. B.* ^{Exception of} his Heirs and Assigns, **A**ll Timber-Trees, and other Trees likely to become Timber, now ^{Timber; a} standing, growing and being, or which shall or may at any Time hereafter stand, grow or be, ^{Way, &c.} in or upon the said granted Premises, every or any Part thereof, with free Liberty to enter upon and cut down and carry away the same at all seasonable Times; **A**nd also a Carriage and Drift-way through and over the aforesaid Premises, for the said *A. B.* to and from any of the Farm or Grounds, for any Purpose.

Of Mines and Quarries, and Liberty of Hunting, &c.

— All Mines and Quarries of Coals, Stone, and Slate, and all other Mines whatsoever, ^{Exception of} in or upon the said Premises or any Part thereof, with free Liberty to dig up, work, and carry ^{Mines;} away the same, at all seasonable Times, he the said *A. B.* his Heirs or Assigns, paying unto the said *C. D.* his Executors, Administrators and Assigns, all such reasonable Damages as shall be adjudged to have been done, by two indifferent Persons, one to be chosen by the said *A. B.* his Heirs or Assigns, and the other by the said *C. D.* his Executors, Administrators or Assigns; ^{And Liberty} **A**nd also free Liberty of Fishing, Fowling, Hawking and Hunting, in and upon the said Pre- ^{of Hunting,} mises, and every or any Part thereof. ^{&c.}

Of Timber in a Lease.

EXCEPTING and always reserving out of this present Demise and Grant, unto the said *A. B.* his Heirs and Assigns, **A**ll Timber-Trees, and Trees likely to be Timber, now standing, growing, or being, or which at any Time, during the Term hereby granted, shall stand, grow, or be, in or upon the said demised Premises, or any Part thereof.

Of

Of several Mortgages (one by Act of Parliament) out of a Covenant that the Premises are free from Incumbrances.

EXCEPT a Term of 1000 Years of and in Part of the said Premises vested and settled in G. and H. by an Act of Parliament passed in the—— Year of the Reign of, &c. (intituled an Act for enabling R. and A. Son and Heir apparent of the said R. to raise Money to pay the Debts of the said R. and to make a Settlement for the Benefit of themselves and Family); the Residue of which said Term of 1000 Years was by Indenture Tripartite, bearing Date, &c. assigned by the said G. and H. by the Direction of the said R. unto L. of, &c. Subject to a *Proviso* for re-assigning thereof, upon Payment of the several Sums of—— at the respective Times therein mentioned, and long since past; **And except** a certain Term of—— Years of and in another Part of the said Premises granted by the said D. and A. unto M. of, &c. by Indenture bearing Date, &c. subject to a *Proviso* for making void thereof upon Payment of the several Sums of—— at the several Times therein mentioned and since past; **And except, &c. (In the like Manner)** The Residue of all which said several Terms of Years before mentioned are assigned or intended to be assigned by the Direction of the said A. B. and C. at the Nomination of the said D. and E. unto N. and O. and P. &c. or some or one of them, in Trust, to be disposed of as the said D. and E. their Heirs or Assigns, shall direct and appoint, and in the mean Time, and until such Direction and Appointment, in Trust to attend and wait upon the Freehold and Inheritance of the said Premises hereby conveyed, or intended to be conveyed.

Another of two Mortgages.

EXCEPT, &c. The Residue of which said Term was afterwards legally assigned, and came unto—— in Trust for the said—— and B. and the Heirs and Assigns of the said B. according to their several Interests in the said Premises, and to wait upon the Inheritance thereof: And the now Residue of which said Term is by Indenture, bearing even Date herewith, assigned by the said—— by the Direction of the said B. and at the Nomination of the said C. unto—— in Trust, to be disposed, &c. and in the mean Time, &c. **And except** one other Term of—— Years limited of and in the said Premises to—— by Indentures of Lease and Release, the Lease bearing Date the—— and the Release being *Quadripartite*, bearing Date, &c. made between, &c. upon the Trusts and for the Purposes in the said Indenture of Release mentioned; The Residue of which said Term of—— Years by Indenture *Quadripartite*, bearing Date, &c. made or, &c. between, &c. was assigned unto the—— in Trust for the said B. his Heirs and Assigns, and to attend and wait upon the Inheritance of the said Premises; and by Indorsement on the last mentioned Indenture, bearing even Date with these Presents, is assigned by the said—— by the Direction of the said B. and at the Nomination, &c. (*as before.*)

Of Quit-Rent.

EXCEPT the yearly Rent or Sum of—— which from and after the Feast of—— shall grow due and payable to our Sovereign Lord the King, for and in Respect of the said Premises.

Of a Judgment.

EXCEPT one Judgment obtained against the said A. (*The Vendor*) by L. for—— l. Debt and—— Costs of Suit, besides—— l. for Damages sustained by the said L. by Reason of Delay of Execution, by a Writ of Error prosecuted by the said A. which said Judgment is assigned or to be assigned unto, or in Trust for the said D. (*The Purchaser*) his Heirs or Assigns.

Out of a Bargain and Sale of a Term of Years agreed to be assigned.

A Term of 99 Years of and in the said Premises (*inter alia*) granted to W. M. and H. N. if the said W. G. shall so long live, which said Term, as to the said Manors and Premises hereby granted, bargained and sold, it is agreed shall be assigned to R. W. of—— in Trust for the said F. L. and J. F. and their Heirs, for the better securing the said principal Sum of—— and Interest as aforesaid, only excepted and foreprised.

Out of a Lease.

EXCEPT and always reserved out of this present Demise, unto the said *A. E.* her Executors, Administrators, Tenants and Assigns, during the Term herein after granted, free Use, Privilege and Liberty of all Waters and Water-Courses, Sinks and Drains, to and from all or any of the said *A. E.*'s Premises adjoining, to pass and go through the said hereby demised Premises, or any Part thereof, as hath heretofore been used and accustomed; **To have and to hold** &c.

Of a Demise pursuant to a Power which was assigned by Order in Chancery, out of a Covenant that the Premises are free from Incumbrances.

EXCEPT one Indenture dated, &c. whereby the said *J. Lord W.* in Part of Execution of the said recited Power, did demise the Premises to the Right Honourable *B. Lord, &c.* for 200 Years, for securing the Sum of 1000*l.* and Interest, which said Term is by Order of the High Court of Chancery, by Indenture *Tripartite* dated, &c. assigned by the said *B. Lord, &c.* to *P. N.* and *V. W.* for securing the Sum of, &c. and Interest in Trust for the separate Use of Dame, &c. Wife of, &c. pursuant to a Decree of the said Court.

A Deed of Exceptions of Incumbrances by itself, instead of putting the Exceptions in the Release; so that the Release on the Purchase has no Exceptions in it.

THIS Indenture, &c. Between *J. T.* of *Gray's Inn* Esq; and *T. T.* of, &c. Clerk (Executors and Trustees of the last Will of *G. D.* late of, &c. Esq; deceased) *R. D.* of, &c. Spinster, and *M. F.* Widow, *S. D.* of, &c. and *C.* his Wife, *R. K.* the Elder, of, &c. Esq; and *R. K.* Gent. second Son of the said *R. K.* the Elder, and *G. D.* of, &c. Gent. (Cousin and Godson of the said *G. D.* the Testator) of the one Part, and the Honourable Dame *E. B.* alias *S.* Widow, (heretofore the Wife of *Sir T. B.* late of, &c. Bart. deceased, and late the Wife of *F. S.* late of, &c. Esq; also deceased) *R. E.* of, &c. Esq; and *R. F.* of, &c. Esq; of the other Part. **Whereas** by certain Indentures of Bargain and Sale and Release, the Bargain and Sale bearing Date the Day next before the Day of the Date of these Presents, and made Between the said *R. F.* (as well in his own Right, as also being one of the Executors and Trustees of and in the last Will of the said *Sir T. B.*) of the first Part, the said Dame *E. B.* of the second Part, the said *R. E.* the other Executor and Trustee of and in the said last Will of the said *Sir T. B.* of the third Part, and the said *J. T.* and *T. T.* of the fourth Part; And the said Release being *Quinquartite*, and bearing even Date with these Presents, and made, &c. Between the said *R. F.* (as well in his own Right, as also being one of the Executors and Trustees of and in the said last Will of the said *Sir T. B.*) of the first Part, the said Dame *E. B.* of the second Part, the said *R. E.* the other Executor and Trustee of the said Will of the said *Sir T. B.* of the third Part, the said *R. D. M. F. S. D.* and *K.* his Wife, *R. K.* the Elder, Esq; *R. K.* Gent. second Son of the said *R. K.* the Elder, and *G. D.* the Cousin and Godson of the said *G. D.* the Testator, of the fourth Part, and the said *J. T.* and *T. T.* of the fifth Part, the said *R. F.* (as well in his own Right, as also being one of the Executors and Trustees of and in the said last Will of the said *Sir T. B.*) and the said Dame *E. B.* (as Tenant for Life in Possession) and the said *Sir R. E.* (as the other Executor and Trustee of and in the last Will of the said *Sir T. B.*) and in Obedience to and in Pursuance of a Decree of the High Court of Chancery in and by the said Indenture of Release in that Behalf referred unto, by way of Purchase, by and with the Consent and Approbation of all the said Parties to the fourth Part of the said Indenture, testified as therein expressed, for the respective Considerations in the said several Indentures mentioned, **have** severally conveyed and assured by Moieties and distinct Parts (some in Possession, and some in Reversion) unto the said *J. T.* and *T. T.* and their Heirs, **All** that Messuage, Tenement and Farm called *A.* with all and every the Lands, &c. and also all those 37 Acres, &c. **To hold** to and to the Use of the said *J. T.* and *T. T.* their Heirs and Assigns, **Upon the Trusts** and to the several Intents and Purposes contained in the said last Will of the said *G. D.* (their Testator) **Subject** to one other Decree in the same Indenture of Release in that Behalf mentioned, and to such subsequent Orders of the said Court, as are therein in that Behalf set forth; in and by which said Indenture of Release the said *R. F.* and Dame *E. B.* have for themselves, and their respective Heirs, Executors, Administrators and Assigns, respectively covenanted (*inter alia*) with the said *J. T.* and *T. T.* their Heirs and Assigns, that their several Moieties, Parts and Shares of and in their Farm, Lands and Premises, with the Appurtenances by them respectively sold and conveyed as aforesaid, are free and clear, and so for ever shall continue,

Recital of the Bargain and Sale and Release.

Of a Term
raised by a
Marriage Set-
tlement.

Another
Term.

A Mortgage.

A Judgment.

Another.

Recital as to
a Sheep-
Walk, &c.

of and from all Incumbrances by them respectively done or committed, or wittingly or willingly committed or suffered; and likewise the said *R. E.* for himself, his Heirs, Executors, Administrators and Assigns, **hath** thereby covenanted with the said *J. T.* and *T. T.* their Heirs and Assigns, against his own Acts and Deeds, as to such Part of the said Farm and Premises as is thereby conveyed by him and the said *R. F.* and as to such Part the said *R. F.* hath also thereby further covenanted against his own Acts and Deeds: **Now this Indenture witnesseth**, and it is hereby declared by all the Parties to these Presents, and it is the Intent and true Meaning of these Presents, and of the said Indenture of Release, and of all the Parties thereunto, and to these Presents, that the several Mortgages and Mortgage, and other Terms, Judgments and Incumbrances herein after mentioned, are and were intended to be respectively excepted out of and from the respective Covenants, Grants, Clauses and Agreements on the Parts and behalfs of the said *R. F.* and Dame *E. B.* and the said *R. E.* their several Heirs, Executors, Administrators and Assigns, to be respectively done, observed and performed in the said Indenture of Release contained, (that is say) one Term of 99 Years of and in the said Farm and Premises, or some Part or Parts thereof, raised by the Marriage Settlement of the said Dame *E. B.* (which was made by way of Lease and Release, bearing Date respectively the 24th and 25th Days of, &c. and thereby vested in the Honourable *W. M.* and *H. M.* two younger Sons of the late Lord *M.* (both since dead) commencing as therein mentioned, upon certain Trusts therein declared for freeing the said Dame *E. B.* and her Assigns, from an Annuity or yearly Rent-Charge of 337 *l.* payable for the Life of Dame *G. B.* (since dead) and from all other Incumbrances on the Jointure Estate of the said Dame *E. B.* (of which the said Farm and Premises were Part) and for making good her said Jointure at the Decease of the said Sir *T. B.* to be of the full and clear yearly Value of 600 *l.* above all Reprizes (except as therein excepted), and one other Term of 500 Years disposable of Waste, raised also by the said Marriage Settlement, and thereby vested in the said Lord *M.* and the now Lord *M.* on certain Trusts therein declared for raising Portions and Maintenances for the Daughters of the said then intended Marriage, in case of Failure of Issue Male, which said Term of 99 Years being vested in *W. F.* Esq; on certain Trusts in the Assignment thereof to him made declared, the former Trusts thereof being at an End, the same is now assigned or intended so to be (so far as concerns the present Purchase) to *L. M.* of, &c. and *J. H.* of, &c. *In Trust* for the said *J. T.* and *T. T.* their Heirs and Assigns, to the intent to attend the Freehold, Reversion and Inheritance of the said purchased Premises now vested in the said *J. T.* and *T. T.* and their Heirs (upon the Trusts and to the Uses aforesaid, so subject as aforesaid); **And** as to the said other Term of 500 Years (the Trusts touching the same being also at an End by the Decease of the said Sir *T. B.* without Issue) the now Lord *M.* the surviving Trustee thereof (at the Request and by the Direction of the said Dame *E. B.*) did sometime since surrender the same, and the Premises therein comprised, to the said *R. E.* and *R. F.* and their Heirs (in whom the Freehold and Inheritance of the said Premises therein comprised were then vested) to the Intent to merge and extinguish the same; **And** one Mortgage (*inter alia*) of the said Premises, for the Term of 99 Years, determinable on the Life of the said Dame *E. B.* commencing from the Date of certain Indentures *Tripartite*, bearing Date the 6th Day of, &c. made or mentioned to be made between *H. T.* Clerk, and *W. J.* Gent. (Trustees for the said Dame *E. B.* of her said jointured Estate, upon the Settlement made thereof by the said *F. S.* her last Husband and herself, to and for her separate Use, soon after their Intermarriage) of the first Part, the said Dame *E. B.* of the second Part, and *J. B.* and *E. G.* Gent. of the third Part, for securing the Payment of 800 *l.* lent to the said Dame *E. B.* by *J. H.* Citizen and Brewer of *London*, at a Day long since elapsed; which said Term, and the Premises therein comprised (the Mortgage Money being fully satisfied) the said *J. B.* and *E. G.* by the Direction of the said Dame *E. B.* and *J. H.* did some time since assign, to the said *W. F.* in Trust, to attend the Freehold and Estate therein, of the said Dame *E. B.* for her Life, and the same is now assigned or intended so to be, by the said *W. F.* by the Direction of the said Dame *E. B.* *R. E.* and *R. F.* so far as concerns the present Purchase to the said *L. M.* and *J. H.* *In Trust*, to attend the Freehold and Inheritance of the said purchased Premises now vested in the said *J. T.* and *T. T.* and their Heirs, upon the Trusts and to the Uses, and so subject as aforesaid, the better to protect and defend the same purchased Premises from all mesne Charges and Incumbrances; **And** one Judgment confessed by the said Dame *E. B.* unto the said *J. H.* for 200 *l.* Debt and Costs of Suit entered on Record in the Court of Common Pleas at *Westminster* in *T.* Term last past; which Judgment being satisfied, the said *J. H.* hath caused Satisfaction to be acknowledged on the Record thereof; **And** one other Judgment confessed by the said Dame *E. B.* to *T. W.* for 300 *l.* Debt and Costs of Suit entered on Record in the Court of *K. B.* at *Westminster*, in *T.* Term last past; which last mentioned Judgment being also satisfied, the said *T. W.* hath caused Satisfaction to be acknowledged on the Record thereof: **And whereas**, upon the present Purchase in Respect of a Sheep-Walk formerly belonging to the said Farm, in and throughout

the Common Fields and Commons of *A.* aforesaid, some Time since claimed, and ever since such Claim enjoyed by *F. C.* of, &c. Esq; in Right of the Manors of *A.* and *D.* by him lately purchased of the said *R. E.* and *R. F.* under the Will of the said Sir *T. B.* (or in some other Right) the Rent of the Farm, which before was 273 *l. per Ann.* at the Time of the present Purchase was reduced to 269 *l. per Ann.* at which Rent, and no more, the said *J. T.* and *T. T.* purchased the said Farm and Premises: **Now this Indenture further witnesseth,** and it is hereby declared by and between all the said Parties to these Presents, and it is the Intent and true Meaning of these Presents, and of the said *Quinquepartite* Indenture of Purchase first above in Part recited, and of all the Parties thereunto, and to these Presents, that out of the said Indenture of Bargain and Sale and Release, the said Sheep-Walk, with the Appurtenances, is and was intended to be excepted; and that although by the Lease of the said Farm made to the said *J. O.* in his Life-time by the said Sir *T. B.* in his Life-time, (wherein about — Years are yet to come and unexpired) the said yearly Rent of 273 *l.* is reserved, yet no more Rent during the said Lease is to be paid to the said *J. T.* and *T. T.* their Heirs, *Cestuy que Trusts* and Assigns, or any of them, for the said Farm and Premises, than 269 *l. per Ann.* only, and that no Covenants, Grants, Provisoos, Conditions, Clauses and Agreements contained in the said purchased Deeds, are to extend, or be construed, deemed or taken to extend to pass the said Sheep-Walk, with the Appurtenances, or any Part thereof; and that from henceforth no Grants, Clauses or Agreements contained in the said Lease, are to be taken to carry the said Sheep-Walk, or to secure the Payment of any further or other yearly Rent, in Respect of the said Farm and Premises during the said Lease, than the said Sum of 269 *l. per Ann.* only. **Provided always,** and it is hereby further declared and agreed by all the Parties to these Presents, and it is and was the true Intent and Meaning of these Presents, and of the said Purchase Deeds, and of all Parties thereunto, and to these Presents, that all Arrears of any Fee-Farm Rent or Rents, Quit-Rents or Taxes, to the Government due in Respect of the said now purchased Premises, or any Part or Parts thereof, at and to *Michaelmas* Day now last past, are to be cleared, paid off and discharged by the said *R. F.* and Dame *E. B.* or one of them, which the said *R. F.* for himself, his Heirs, Executors and Administrators, so far as concerns him, and the said Dame *E. B.* for herself, her Heirs, Executors and Administrators, so far as concerns her, do hereby respectively covenant and agree with the said *J. T.* and *T. T.* their Heirs and Assigns, accordingly to pay off and discharge: **And whereas** the Tythe of Underwood is by special Custom within the said Parish of *A.* payable to the Vicar for the Time being of the said Parish: **And whereas** upon the Valuation of the present Purchase, the Tythe of the Underwood belonging to the said Farm and Premises was computed at 3 *l. per Ann.* **Now it is hereby witnessed and further declared** by and between all the said Parties to these Presents, that the said *J. T.* and *T. T.* upon the said Purchase in the Valuation thereof, have had an Allowance of 63 *l.* in Respect of the said Tythe Wood; in Regard of which said allowance it is hereby further declared, that the said Farm and Premises are and were purchased, subject to the Payment of such Tythe of Underwood as aforesaid, out of the said Rent of 269 *l. per Ann.* **In Witness,** &c.

Exception thereof.

Arrears of Rents and Taxes.

Tythes:

Exchange.

An Exchange of Lands for a Term of Years, with a Proviso, if either Party evicted.

THIS Indenture, made, &c. Between *A. B.* of, &c. of the one Part, and *C. D.* of, &c. of the other Part, **Witnesseth,** That the said *A. B.* hath given, granted, bargained and sold, and by these Presents doth grant, bargain and sell unto the said *C. D.* his Executors, Administrators and Assigns, **All** that Messuage or Tenement, with the Appurtenances, situate, &c. together, &c. (See *Leases for the general Words to be used on a Demise of Houses.*) **To have and to hold** the said Messuage or Tenement and Premises above mentioned, with the Appurtenances, unto the said *C. D.* his Executors, Administrators and Assigns, from the — Day of — last past, before the Day of the Date hereof, for and during, and unto the full End and Term of 99 Years, from thence next ensuing, and fully to be compleat and ended, if he the said *A. B.* and *C. D.* shall so long live, in Exchange for one other Messuage, &c. situate, &c. by the said *C. D.* granted to the said *A. B.* his Executors, Administrators and Assigns, as herein after mentioned. **And this Indenture further witnesseth,** that the said *C. D.* in Consideration of the said Bargain and Sale so made unto him the said *C. D.* by the said *A. B.* as aforesaid, hath given, granted, bargained and sold, and by these Presents **Doth** grant, bargain and sell unto the said *A. B.* his Executors, Administrators and Assigns, **All** that the said Messuage or Tenement, with the Appurtenances last above mentioned, together, &c. (See *as before directed.*) **To have and to hold** the said last mentioned

Consideration.

Parcels.

Habendum.

In Exchange

for, &c.

Consideration.

Parcels.

Habendum.

tioned

In Exchange
for, &c.

For quiet En-
joyment.

The like, &c.
Provido if
evicted, Ex-
change to be
void.

tioned Messuage or Tenement and Premises, with the Appurtenances, unto the said *A. B.* his Executors, Administrators and Assigns, from the said ——— Day of ——— last past, for and during, and unto the full End and Term of 99 Years, from thence next ensuing, and fully to be compleat and ended, if he the said *C. D.* and *A. B.* shall so long live, in Exchange for the said Messuage, &c. first above mentioned to be granted by the said *A. B.* to the said *C. D.* in Exchange as aforesaid. And the said *A. B.* for himself, his Heirs, Executors and Administrators, doth covenant, grant and agree, to and with the said *C. D.* his Executors Administrators and Assigns, that he, the said *C. D.* his Executors, Administrators and Assigns, shall and may from Time to Time, and at all Times hereafter, during the said Term hereby granted by the said *A. B.* as aforesaid, peaceably and quietly have, hold, occupy, possess and enjoy the said Messuage, &c. and other the Premises first above mentioned, with the Appurtenances, without the Let, Suir, Trouble, Hindrance, Molestation, Interruption, Eviction or Disturbance of him the said *A. B.* his Executors or Administrators, or any of them, or of or from any other Person or Persons whatsoever, lawfully claiming or to claim, by, from or under him, them, or any of them. And the said *C. D.* for himself, &c. (*Here insert from C. D. to A. B. the like Covenant with the last, as to the quiet Enjoyment of the last mentioned Messuage, &c. sold by him.*) **Provided always nevertheless,** and these Presents are upon this Condition, and it is the true Intent and Meaning of the Parties hereunto, that if it shall happen, that either of the said Parties to these Presents, their Executors, Administrators or Assigns, shall at any Time hereafter, during the said respective Terms above granted, by Colour or Means of any former or other Gift, Grant, Bargain, or Sale, or otherwise howsoever, to be outed or evicted of and from the Possession of either of the said Messuages or Tenements, and other the Premises, so respectively granted in Exchange, as aforesaid, or any Part thereof, then, and in such Cases, these Presents, and every Matter and Thing therein contained, shall be utterly void and of none Effect, and then and therefore it shall and may be lawful to and for the Party or Parties so outed or evicted, into his or their said former Messuage or Tenement and Premises, with all and singular the Appurtenances to re-enter, and the same to have again, repossess and enjoy, as of his and their former Estate or Estates; any Thing herein contained to the contrary thereof in any wise notwithstanding. **In Witness, &c.**

Another for Years, without a Proviso.

Parties.
Considera-
tion.

Parcels.
Habendum for
99 Years.

In Exchange
for, &c.
For which
Considera-
tion.

Grants, &c.
Habendum for
99 Years.

In Exchange.
For quiet En-
joyment.

The like.

THIS Indenture, made, &c. **Between** *R. C.* of, &c. of the one Part, and *W. B.* of, &c. of the other Part, **Witnesseth,** That the said *R. C.* hath given and granted, and by these Presents **Doth** give and grant unto the said *W. B.* **All that** Piece or Parcel of arable Land, lying, &c. bounded, &c. containing one Acre, &c. **To have and to hold** the said Acre of Land above mentioned, with the Appurtenances unto the said *W. B.* his Executors, Administrators and Assigns, for and during the Term of Fourscore and nineteen Years next and immediately ensuing, and fully to be compleat and ended, if he the said *R. C.* and *A.* his Wife, and *R.* their Son, or any, or either of them shall happen so long to live: **In Exchange** for one Acre of Land, lying, &c. being Part of three Acres of Land late in the Tenure of, &c. extending itself, &c. **For which Consideration** the said *W. B.* hath given and granted, and by these Presents **Doth** give and grant unto the said *R. C.* the said one Acre of Land last above mentioned, with the Appurtenances; **To have and to hold** the said one Acre of Land above mentioned, with the Appurtenances, unto the said *R. C.* his Executors, Administrators and Assigns, for and during the Term of Fourscore and nineteen Years next and immediately ensuing and following, fully to be compleat and ended, if he the said *R. C.* *A.* his Wife, and *R.* their Son, or any or either of them shall happen so long to live; **in Exchange** of and for the said one Acre of Land first above mentioned. **And** the said *R. C.* for himself, his Executors, and Administrators, doth covenant and grant to and with the said *W. B.* his Executors, &c. that he the said *W. B.* his Executors, &c. shall and may from Time to Time, and at all Times during the said Term hereby granted, peaceably and quietly have, hold, occupy, possess and enjoy the said one Acre of arable Land first above mentioned, without the Let, Trouble, Hindrance, Molestation, Interruption or Denial of him the said *R. C.* his Executors, Administrators or Assigns, or any of them, or of any other Person or Persons whatsoever, claiming in, by from or under him, them, or any of them. **And** the said *W. B.* for himself, his Executors and Administrators, doth covenant and grant to and with the said *R. C.* his Executors, and Administrators, That he the said *R. C.* his Executors, Administrators and Assigns, shall and may from Time to Time, and at all Times during the said Term hereby granted, peaceably and quietly have, hold, occupy, possess and enjoy the said one Acre of Land last above mentioned, without the Let, Trouble, Hindrance, Molestation, Interruption or Denial of him the said *W. B.* his Executors, Administrators or Assigns, or any of them, or of any other Person or Persons whatsoever, claiming in, by, from or under him, them, or any of them. **In Witness, &c.**

A Deed

A Deed of Exchange between a Vicar and another, for Land of the Vicarage-Glebe.

THIS Indenture made, &c. Between R. D. Clerk, Vicar of the Vicarage of C. in Parties.
the County of S. of the one Part, and W. G. of F. in the County aforesaid, Esq; of
the other Part, **Witnesseth**, That the said R. D. hath given, granted and confirmed, Considera-
and by these Presents **Doth** fully, clearly and absolutely give, grant and confirm unto tion.
the said W. G. and his Heirs for ever, in Exchange all that one Close of Pasture lying Grants in Ex-
in C. aforesaid, called the *Great Carriers*, containing by Estimation, &c. adjoining, &c. change.
and also all that Close of Pasture called *Little Carriers*, containing by Estimation, &c. lying
in, &c. and adjoining to, &c. **To have and to hold** the said two Closes of Pasture, with *Habendum*.
the Appurtenances, before in these Presents given, granted and confirmed, unto the said
W. G. his Heirs and Assigns, to the only sole and proper Use and Behoof of the said W. G.
and of his Heirs and Assigns for ever. **And this Indenture further witnesseth**, That the Further Con-
said W. G. hath given, granted and confirmed, and by these Presents **Doth** fully, clearly sideration.
and absolutely give, grant and confirm unto the said R. D. and his Successors, Vicars of C. Grants in Ex-
aforesaid, in Exchange for the two Closes of Pasture before mentioned, all that Parcel of Land change.
in, &c. containing by Estimation, &c. adjoining to, &c. **To have and to hold** the said *Habendum*.
Close of Land, with the Appurtenances last before in these Presents given, granted and
confirmed, unto the said R. D. and his Successors, Vicars of C. aforesaid, to the only sole
and proper Use and Behoof of the said R. D. and his Successors for ever. **Provided al-** *Proviso, if*
ways, That if the said W. G. his Heirs or Assigns shall at any Time be ejected out of the ejected, to re-
said several Parcels of Land, to him before herein mentioned to be granted; or if the said R. D. possess.
or his Successors, shall at any Time enter into, take, claim or challenge the said several Par-
cels of Land, or any Part thereof, then it shall and may be good and lawful to and for the
said W. G. his Heirs and Assigns, into the said Parcel of Land by the said W. G. before
herein mentioned to be granted, to re-enter, and the same to have again, repossess and en-
joy, as in his and their former Estate; any Thing herein contained to the contrary notwith-
standing. **In Witness**, &c.

Note; *Although this Deed will not bind the Vicar's Successors, yet it makes a good Title against all others; and it was not doubted but all Successors would agree to it, because the Vicarage Land was of much less Value than the other.*

Another Deed of Exchange of Lands in Fee.

THIS Indenture made, &c. Between E. M. of the one Part, and J. P. of, &c. of Parties.
the other Part, **Witnesseth**, That the said E. M. hath given and granted, and by Considera-
these Presents **Doth** give and grant unto the said J. P. One Croft or Close of Freehold Land, tion.
called or known by the Name of B. &c. with all and every of their Appurtenances, situate,
lying and being in W. in the County of B. for and in Exchange of and for all the Lands, Te- Grants in Ex-
nements and Hereditaments of the said J. P. called or known by the Name of, &c. in W. change.
aforesaid, in the said County of B. **To have and to hold** the said Croft or Close, &c. to *Habendum in*
the said J. P. his Heirs and Assigns for ever, for and in Exchange of and for the said Lands, Fee.
Tenements and Hereditaments called W. with the Appurtenances; **And** the said E. M. **Doth** *Free from In-*
covenant, &c. viz. to free from Incumbrances, &c. **And** the said J. P. hath likewise on his cumbrances.
Part given and granted, and by these Presents **Doth** fully, freely and absolutely give and Grant.
grant unto the said E. M. his Heirs and Assigns, all those Lands, Tenements and Heredita-
ments aforesaid, with the Appurtenances, commonly called or known by the Name of W.
situate, lying and being in W. aforesaid, in the said County of B. **To have and to hold** the *Habendum in*
said Lands, Tenements, Hereditaments, &c. to the said E. M. his Heirs and Assigns for Fee.
ever, for and in Exchange of and for the said Croft or Close of Land called B. &c. With a like *In Exchange.*
mutual Covenant, To free from Incumbrances, &c. (as before.) *Free from In-*
cumbrances.

A Declaration upon Exchange of Lands.

NOW all Men, by these Presents, That I A. B. of, &c. Gent. for the better Per-
formance and Confirmation of a certain Exchange agreed upon by me the said A. B. of
the one Part, and C. D. of, &c. Gent. of the other Part, **Have** given and granted in Ex-
change for ever, and by these Presents **Do** give and grant in Exchange unto the said C. D.
all that my Messuage or Tenement, with the Appurtenances, commonly called or known by
the Name of E. situate, lying and being in the Parish of F. in the County of N. and all
that my other Messuage or Tenement, with the Appurtenances in the same Parish and
County,

County, commonly called by the Name of G. and all and all Manner of Lands, Meadows, Feedings, Pastures, Woods, Underwoods, Wastes, Commons and Hereditaments whatsoever, now in the Tenure or Occupation of H. J. to the said Messuage or Tenements, or either of them, belonging or appertaining, or accepted, known or reputed, as Part, Parcel or Member of them or either of them; **To have and to hold** the said several Messuages, Tenements and other the Premises before by these Presents granted, with their Appurtenances, unto the said C. D. his Heirs and Assigns for ever, **In Exchange** and full Recompence for three other Tenements, with the Appurtenances, of him the said C. D. in C. in the Parish and County aforesaid, which I have and hold by Force and Virtue of the said Exchange. **And** I the said A. B. and my Heirs, the aforesaid Messuages and Tenements, and all other the Premises by me by these Presents given **In Exchange** to the said C. D. as aforesaid, to the said C. his Heirs and Assigns, as well from all former Bargains, Sales, Dowers, Titles, Charges and Incumbrances whatsoever, had, made, moved or done by me the said A. B. as also against all other Persons whatsoever, will warrant and acquit and for ever defend by these Presents. **In Witness, &c.**

Another of Lands in Fee.

THIS Indenture, &c. Between &c. Whereas the said Lord Viscount St. J. and P. B. have contracted and agreed to give and convey in Exchanges each of them to the other of them, the several Pieces or Parcels of Land and Hereditaments herein after mentioned and intended to be hereby given and conveyed by them respectively, in Exchange to each other, as herein after mentioned and expressed: **Now this Indenture witnesseth**, that the said H. Lord Viscount St. J. in Pursuance and Performance of his Part of the said Agreement, and for and in Consideration of the Sum of 10s. of lawful, &c. to him in Hand paid by the said P. B. at or before the Sealing, &c. the Receipt, &c. hath granted, released and confirmed, (*given, granted and confirmed*) and by these Presents doth grant, &c. unto the said P. B. (in his actual, &c. made by him the said H. Lord Viscount St. J. to the said P. B. by Indenture, &c. and by Force, &c. and his Heirs, All, &c. **To have and to hold** the said several — and all and singular other the Premises hereby granted or released by the said Lord Viscount St. J. or mentioned or intended so to be, and every Part and Parcel thereof, with their and every of their Appurtenances, unto the said P. B. his Heirs and Assigns, **To** the only proper Use of the said P. B. his Heirs and Assigns for ever, **In Exchange** for the several — herein after mentioned and intended to be hereby conveyed by the said P. B. to the said Lord Viscount St. J. and his Heirs, as herein after mentioned: **And this Indenture further witnesseth**, that the said P. B. in Pursuance and Performance of his Part of the said Agreement, for and in Consideration of the Sum of 10s. of, &c. paid by the said H. Lord Viscount St. J. at, &c. the Receipt, &c. hath granted, released and confirmed, and by these Presents doth grant, &c. unto the said H. Lord Viscount St. J. (in his actual, &c.) and to his Heirs All, &c. **To have and to hold, &c.** (*as before, mutatis mutandis*) **In Exchange** for the several Pieces or Parcels of Lands and Hereditaments herein before conveyed by the said Lord Viscount St. J. to the said P. B. and his Heirs, as herein before is mentioned; **And** the said Lord Viscount St. J. for himself, his Heirs, Executors and Administrators, doth covenant, promise and grant to and with the said P. B. his Heirs and Assigns, by these Presents, in Manner and Form following; (that is to say) That, &c. (*Covenants from H. Lord Viscount St. J. to P. B. for peaceable Enjoyment, free from Incumbrances; for further Assurance; and the like Covenants, mutatis mutandis, from P. B. to H. Lord Viscount St. J.*) **Provided, &c.** (*that if H. Lord Viscount St. J. his, &c. be evicted, he may repossess the Lands exchanged; and the like for P. B. Vide Proviso.*) **In Witness, &c.**

Another Deed of Exchange of Land.

THIS Indenture made, &c. Between G. W. of, &c. of the one Part, and T. G. of, &c. J. G. Son and Heir apparent of the said T. G. and B. G. another of the Sons of the said T. G. of the other Part. **Whereas** the said G. W. is and standeth seised of and in divers Pieces or Parcels of Ground herein after particularly mentioned, lying and being at or near W. aforesaid, within the several Fields there called or known by the Name or Names of, &c. **and whereas** the said T. J. and B. G. now are, or some of them is and standeth seised of and in divers other Pieces or Parcels of Ground, lying and being within the said Fields, and one other Field there called or known by the Name of, &c. **Which** said first mentioned Pieces or Parcels of Ground are agreed to be assured and conveyed to the said T. G. J. G. and B. G. and their Heirs, in Manner and Form, and upon Condition hereafter in these Presents mentioned; **And** that likewise the said last mentioned Pieces or Parcels of Ground shall be assured

Recital of one Party being seised.

The like of the other.

Exchange to be made.

assured and conveyed to the said *G. W.* and his Heirs, upon Condition herein after expressed : **Now this Indenture witnesseth**, that in Pursuance of the said Agreement, and for and in Consideration of the Sum of *5s.* to the said *G. W.* in Hand paid by the said *T. G.* and *B. G.* at, &c. **He** the said *G. W.* **hath** given, granted, bargained and sold, and by these Presents **Doth**, &c. to the said *T. G.* *J. G.* and *B. G.* severally, and to their several Heirs and Assigns, (in Exchange for the said Pieces or Parcels of Land, whereof they the said *T. J.* and *B. G.* are seised as aforesaid) **All**, &c. (*here put the Parcels*) and the Reversion, &c. and all the Estate, &c. **To have and to hold** the said several Pieces, &c. last before particularly mentioned to the said *T. G.* *J. G.* and *B. G.* severally, and their several Heirs and Assigns, by such Shares and Proportions, as they the said *T. G.* *J. G.* and *B. G.* respectively have in the said Parcels of Land herein after granted, **To** the only proper Use and Behoof of them the said *T. G.* *J. G.* and *B. G.* severally, and their several Heirs and Assigns for ever : **And this Indenture further witnesseth**, that the said *T. G.* *J. G.* and *B. G.* in Consideration whereof, and for the Sum of *5s.* of, &c. to them in Hand paid by the said *G. W.* at or before the Sealing and Delivery hereof, the Receipt whereof is hereby acknowledged, **Have** and each of them **hath** given, granted, bargained and sold, and by these Presents **Do**, and each of them **Doth**, &c. to, &c. **All**, &c. **To have and to hold**, &c. (*as before.*)

Feoffments.

A Short Deed of Feoffment, with a Letter of Attorney to deliver Seisin.

THIS Indenture made, &c. **Between** *A. B.* of, &c. of the one Part, and *C. D.* of, &c. of the other Part, **Witnesseth**, that the said *A. B.* for and in Consideration of the Sum of — *l.* of lawful Money of Great Britain, to him in Hand paid by the said *C. D.* at and before the Sealing and Delivery of these Presents, the Receipt whereof he the said *A. B.* doth hereby acknowledge, and thereof doth acquit and discharge the said *C. D.* his Heirs and Assigns for ever by these Presents, **hath** granted, bargained and sold, aliened, enfeoffed, released and confirmed, and by these Presents, **Doth** grant, bargain and sell, alien, enfeoff, release and confirm, unto the said *C. D.* his Heirs and Assigns for ever, **All** that Messuage or Tenement, &c. now in the Possession of, &c. and also the Reversion and Reversions, Remainder and Remainders, Rents and Services thereof, and also all the Estate, Right, Title, Interest Claim and Demand whatsoever, of him the said *A. B.* of, in and to the said Premises, and of, in and to every Part and Parcel thereof ; **To have and to hold** the said Messuage or Tenement, and Premises above mentioned, with the Appurtenances, unto the said *C. D.* his Heirs and Assigns, to the only proper Use and Behoof of him the said *C. D.* his Heirs and Assigns for ever, *under the yearly Rent of 6d.* **And** the said *A. B.* for himself, his Heirs and Assigns, doth covenant and grant to and with the said *C. D.* his Heirs and Assigns, that he the said *C. D.* his Heirs and Assigns, shall and may from Time to Time, and at all Times hereafter peaceably and quietly have, hold, occupy, possess and enjoy, all and singular the said Premises above mentioned to be hereby granted, with the Appurtenances, without the Let, Trouble, Hindrance, Molestation, Interruption or Denial of him the said *A. B.* his Heirs or Assigns, or of any other Person or Persons whatsoever, claiming or to claim by, from or under him, them, or any of them. **And further**, that he the said *A. B.* and his Heirs, and all and every other Person and Persons, and his and their Heirs, any Thing having or claiming in the said Premises above mentioned, or any Part thereof, by, from or under him, the said *A. B.* shall and will at all Times hereafter, at the Request and Costs of the said *C. D.* his Heirs and Assigns, make, do and execute, or cause or procure to be made, &c. all and every such further and other lawful and reasonable Grants, Acts and Assurances in the Law whatsoever, for the further, better and more perfect granting conveying and assuring of the said Premises hereby granted, with the Appurtenances, unto the said *C. D.* his Heirs and Assigns, to the only proper Use and Behoof of the said *C. D.* his Heirs and Assigns for ever, according to the true Intent and Meaning of these Presents, as by the said *C. D.* his Heirs or Assigns, or his or their Counsel learned in the Law, shall be reasonably devised or advised and required. **And lastly**, the same *A. B.* hath made, ordained, constituted and appointed, and by these Presents doth make, ordain, &c. *E. F.* of, &c. and *G. H.* of, &c. his true and lawful Attornies, jointly, and either of them severally for him, and in his Name, into the said Messuage and Premises, with the Appurtenances, hereby granted or mentioned to be granted, or into some Part thereof, in the Name of the Whole, to enter, and full and peaceable Possession and Seisin thereof for him and in his Name to take and have ; **And** after such Possession and Seisin thereof so taken and had, the like full and peaceable Possession and Seisin

Consideration.

Words of Grant.

And the Reversion, &c.

Habendum in Fee.

For quiet Enjoyment.

For further Assurance.

Letter of Attorney to deliver Seisin.

Seisin thereof, or of some Part thereof, in the Name of the Whole, unto the said C. D. or his certain Attorney or Attornies in that Behalf, to give and deliver; **To hold** to him the said C. D. his Heirs and Assigns for ever, according to the true Intent and Meaning of these Presents; ratifying, confirming and allowing all and whatsoever his said Attornies, or either of them, shall do in the Premises. **In Witness,** &c.

Another Deed of Feoffment of Lands, with the usual Covenants.

Parties.	Consideration.	Words of Grant in a Feoffment.	Parcels.	And the Reversion.	And all the Estate.	And all Deeds.	Habendum.	Use.	Lawfully seised.	Power to convey.	For Quiet Enjoyment.	Except.	For further Assurance.

THIS Indenture made, &c. **Between** A. B. of, &c. of the one Part, and C. D. of, &c. of the other Part, **Witnesseth**, That the said A. B. for and in Consideration of the Sum of, &c. to him in Hand paid by the said C. D. the Receipt whereof the said A. B. doth hereby confess and acknowledge, and for divers other good Causes and Considerations him hereunto moving, **He** the said A. B. **hath** granted, bargained and sold, aliened, enfeoffed, releafed and confirmed, and by these Presents **Doth** grant, &c. unto the said C. D. his Heirs and Assigns for ever, **All that** Messuage or Tenement, commonly called or known by the Name of, &c. with the Rights, Members and Appurtenances thereof, situate, lying and being in, &c. and all Houses, Edifices, Buildings, Orchards, Gardens, Lands, Meadows, Commons, Pastures, Feedings, Trees, Woods, Under-Woods, Ways, Paths, Waters, Water-Courses, Easements, Profits, Commodities, Advantages, Emoluments and Hereditaments whatsoever to the said Messuage or Tenement belonging, or in any wise appertaining, or which now or heretofore have been accepted, reputed, taken, known, used, occupied or enjoyed to or with the same, or as Part or Parcel thereof, or of any Part thereof; and the Reversion and Reversions, Remainder and Remainders, Rents and Services of all and singular the said Premises above mentioned, and of every Part thereof, with the Appurtenances; **And also** all the Estate, Right, Title, Interest, Claim and Demand whatsoever of him the said A. B. of, in and to the same, and every Part and Parcel thereof, with the Appurtenances; **And also** all Deeds, Evidences and Writings, touching or concerning the said Premises only, or any Part of the same, with true Copies of all other Deeds, Evidences and Writings which concern the said Premises, or any Part thereof, jointly with any other Lands or Tenements, now in the Custody or Possession of him the said A. B. or which he can or may get or come by without Suit in Law or Equity; the same Copies to be made at the Costs and Charges of the said A. B. his Heirs and Assigns; **To have and to hold** all and singular the said Messuage, Lands, Tenements, Hereditaments and Premises above mentioned, and every Part and Parcel thereof, with the Appurtenances, unto the said C. D. his Heirs and Assigns, to the only proper Use and Behoof of the said C. D. his Heirs and Assigns for ever. **And** the said A. B. for himself, his Heirs and Assigns, doth covenant and grant to and with the said C. D. his Heirs and Assigns, that he the said A. B. now is lawfully and rightfully seised in his own Right, of a good, sure, perfect, absolute and indefeasible Estate of Inheritance in Fee-simple of and in all and singular the said Messuage, Lands, Tenements, Hereditaments and Premises above mentioned, and of every Part and Parcel thereof, with the Appurtenances, without any Manner of Condition, Mortgage, Limitation of Use or Uses, or other Matter, Cause or Thing, to alter, change, charge or determine the same; **And also**, that he the said A. B. now hath good Right, full Power, and lawful Authority, to grant, bargain, sell and convey all and singular the said Messuage and Premises above mentioned, with the Appurtenances, unto the said C. D. his Heirs and Assigns, to the only proper Use and Behoof of the said C. D. his Heirs and Assigns for ever, according to the true Intent and Meaning of these Presents; **And also**, that he the said C. D. his Heirs and Assigns, shall and may at all Times for ever hereafter peaceably and quietly have, hold, occupy, possess and enjoy all and singular the said Messuage, Lands, Hereditaments and Premises above mentioned, with the Appurtenances, without the Let, Trouble, Hindrance, Molestation, Interruption and Denial of him the said A. B. his Heirs or Assigns, or of any other Person or Persons whatsoever (except as herein after is excepted); **And** that freed and discharged, or otherwise well and sufficiently saved and kept harmless and indemnified of and from all former and other Bargains, Sales, Gifts, Grants, Leases, Mortgages, Jointures, Dowers, Uses, Wills, Intails, Fines, Amerciaments, Annuities, Writings obligatory, Statutes, Recognizances, Extents, Judgments, Executions, Rents and Arrearages of Rent, and of and from all other Charges, Estates, Rights, Titles, Troubles and Incumbrances whatsoever, had, made, committed, done or suffered, or to be had, &c. by the said A. B. or any other Person or Persons whatsoever, claiming or to claim by, from or under him, them, or any of them (except a certain Lease granted to, &c. for the Term of, &c. under the yearly Rent of, &c.) **And further**, That he the said A. B. and his Heirs, and all and every other Person and Persons, and his and their Heirs, any Thing having or claiming in the said Premises above mentioned, or any Part thereof, by, from or under him, (except

(except as before excepted) shall and will from Time to Time, and at all Times hereafter, upon the reasonable Request, and at the Costs and Charges of the said C. D. his Heirs or Assigns, make, do and execute, or cause or procure to be made, done and executed, all and every such further and other lawful and reasonable Act and Acts, Thing and Things, Devise and Devises, Conveyance and Conveyances in the Law whatsoever, for the further, better, and more perfect granting, conveying and assuring of all and singular the said Premises above-mentioned, with the Appurtenances, unto the said C. D. his Heirs and Assigns to the only proper Use and Behoof of the said C. D. his Heirs and Assigns for ever, according to the true Intent and Meaning of these Presents, as by the said C. D. his Heirs and Assigns, or his or their Counsel learned in the Law shall be reasonably advised, devised or required. **And lastly,** The said A. B. hath made, ordained, constituted and appointed, and by these Presents doth make, &c. E. F. of, &c. and G. H. of, &c. his true and lawful Attornies for him, and in his Name, into the said Messuage, Lands and Premises, with the Appurtenances, hereby granted and conveyed, or into some Part thereof, in the Name of the Whole, to enter, and full and peaceable Possession and Seisin thereof, for him, and in his Name to take and have; **And** after such Possession and Seisin so thereof had and taken, the like full and peaceable Possession and Seisin thereof, or of some Part thereof, in the Name of the Whole, unto the said C. D. or to his certain Attorney in that Behalf authorized to give and deliver; **To hold** to him the said C. D. his Heirs and Assigns for ever, according to the true intent and Meaning of these Presents. **In Witness,** &c.

Letter of Attorney to deliver Seisin.

A Feoffment, with usual Covenants, and a Letter of Attorney to deliver Seisin, the Attornies being made Parties in the Deed.

THIS Indenture made, &c. Between Sir E. G. of, &c. Bart. E. N. of, &c. Gent. and R. G. of, &c. Yeoman, of the first Part, C. G. of, &c. of the second Part, E. L. of, &c. Gent. and S. J. of, &c. Baker, of the third Part, **Witnesseth**, that the said E. N. and R. G. for and in Consideration of the Sum of 5*s.* of, &c. to them the said E. N. and R. G. in Hand paid by the said C. G. at, &c. the Receipt, &c. and of the further Sum of ——— *l.* of like, &c. to him the said Sir E. G. in Hand likewise paid by the said C. G. at, &c. the Receipt, &c. and for divers other good Causes and Considerations them thereunto moving, **They** the said E. N. and R. G. at the Instance and Request, and by the Direction, Consent and Appointment of the said Sir E. G. testified by his being made a Party to, and Signing and Sealing of these Presents, and likewise the said Sir E. G. **Have**, and each of them **hath** granted, bargained, sold, aliened, infeoffed, released and confirmed, and by these Presents do, and each of them doth grant, &c. unto the said C. G. his Heirs and Assigns, **All** that, &c. and the Reversion, &c. and also all the Estate, &c. and all Deeds, &c. and true Copies of all such Deeds, &c. **To have and to hold** the said Close, Piece or Parcel of Land or Ground, and Premises hereby granted, or expressed or intended to be granted, with the Appurtenances, unto the said C. G. his Heirs or Assigns, (a) **To the** only proper Use and Behoof of the said C. G. his Heirs and Assigns for ever, and to and for no other Use, Intent or Purpose whatsoever; **And** the said E. N. and R. G. and either of them, for themselves, &c. **Do** severally and respectively covenant, promise and grant, to and with the said C. G. his Heirs, Executors, Administrators and Assigns, by these Presents, that they the said E. N. and R. G. or either of them, have or hath not at any Time or Times heretofore made, done, &c. (No Act to incumber the Premises): **And** the said Sir E. G. for himself, his Heirs, Executors and Administrators, and for every of them, doth covenant, grant and agree to and with the said C. G. his Heirs, Executors, Administrators and Assigns, by these Presents, in Manner and Form following, that is to say, that they the said Sir E. G. E. N. and R. G. some or one of them, at the Time of the Sealing and Delivery hereof, is, are and standeth seised of and in the Premises hereby granted, or mentioned or intended to be granted, and every Part thereof, of a good, rightful and absolute Estate of Inheritance in Fee-simple, without any Matter, Cause or Thing, to alter, change, charge, incumber, determine, impeach or evict the same; **And also,** &c. (Have full Power to convey. Covenant peaceably to enjoy the Premises, and receive the Rents, &c. Free, &c. Further Assurance. See Tit. Covenants.) (b) **And** for the better Execution of these Presents, the said Sir E. G. **E. N.**

Parties.

Consideration.

Feoffment.

Parcels.

Habendum.

Covenant.

Lawfully seised.

VOL. III.

S s s

(a) Sometimes in Feoffments there are further Limitations of Uses; see *postea*, and Tit. Limitation of Uses, &c.
(b) Where the Parties live near the Lands, &c. infeoffed, they generally go upon the Land, and deliver there the Deed with Seisin in form; and a Memorandum thereof is made on the Deed and attested; in which Case the Letter of Attorney in the Deed is omitted.

Where Livery and Seisin is to be made of a House, it is usual to call all the People without, and then the Feoffor takes the Key, or other Thing belonging to the Door, and puts it in the Hand of the Feoffee, and both holding the Deed

Letter of At-
torney to de-
liver Seisin.

E. N. and R. G. have constituted, appointed, and in their Place and Stead put, and by these Presents do constitute, appoint, and in their Place and Stead put the said *E. L. and J. S.* and either of them, jointly and severally, their true and lawful Attorney and Attornies, for them, and in their Name, Place and Stead, to enter into the said Premises hereby granted, or mentioned to be granted, or any Part or Parcel thereof, in the Name of the Whole, and quiet and peaceable Possession and Seisin thereof, and of every or any Part thereof, in the Name of the Whole, for and in the Name of the said Sir *E. G. E. N. and R. G.* to have and take, and after such Entry had and made, and Possession and Seisin so had and taken as aforesaid, to deliver quiet and peaceable Possession and Seisin thereof, and of every or any Part thereof, in the Name of the Whole, unto the said *C. G.* or to his certain Attorney or Attornies in that Behalf lawfully authorized to take and receive the same, **To** be had and held according to the Tenor, Form and Effect of these Presents; **And** whatsoever the said Attorney or Attornies of the said Sir *E. G. E. N. and R. G.* shall do in the Premises, **They** the said Sir *E. G. E. N. and R. G.* and each of them, do and shall hereby ratify, confirm and allow, as fully as if the said Sir *E. G. E. N. and R. G.* had been present and done the same in their own Persons. **In Witness, &c.**

Drawn by Mr. Mynsbull.

Another, different in Form.

THIS Indenture, &c. Between *E. B.* of, &c. (only Son and Heir of *J. B.* late Citizen and Goldsmith of *London*, deceased) of the one Part, and *W. G.* Citizen and Barber Surgeon of *London*, of the other Part, **Witnesseth**, that for and in Consideration of the Sum of 450 *l.* of, &c. to the same *E. B.* in Hand well and truly paid by the said *W. G.* at, &c. (in full for the absolute Purchase of the Messuage, Lands and Hereditaments herein after granted and conveyed, and of the Fee-simple and Inheritance thereof) the Receipt, &c. and thereof, &c. he the said *E. B.* **hath** granted, aliened, bargained, sold, infeoffed and confirmed, and by these Presents do fully, clearly and absolutely grant, &c. unto the said *W. G.* his Heirs and Assigns, **All** that Messuage, &c. **To have and to hold** all and singular the Premises before-mentioned, or intended to be hereby granted, aliened, bargained, sold, infeoffed and confirmed, and every Part or Parcel thereof, with all and every their Appurtenances, unto the said *W. G.* his Heirs and Assigns, **To** the only proper Use and Be-choof of the said *W. G.* and of his Heirs and Assigns for ever: **And** the said *E. B.* for himself and his Heirs, all and singular the Premises before by these Presents mentioned to be granted, and every Part and Parcel thereof, with all and every their Appurtenances, unto the said *W. G.* his Heirs and Assigns, against him the said *E. B.* and his Heirs, and against the said *J. B.* deceased, his Father, and against all and every other Person and Persons whatsoever lawfully claiming or to claim by, from or under him or them, or any of them, shall and will warrant and for ever defend by these Presents: **And** the said *E. B.* for himself, his Heirs, Executors and Administrators, and for every of them, doth covenant promise, and grant, to and with the said *W. G.* his Heirs and Assigns, and to and with every of them by these Presents, in Manner and Form following, (that is to say) **That** he the said *E. B.* (for and notwithstanding any Act, Matter or Thing whatsoever by him the said *E. B.* and *J. B.* his Father, or either of them, to the contrary done, committed or suffered) now is and standeth seised, **And** until the Execution of these Presents, shall so stand, continue, and be lawfully and absolutely seised of and in all and singular the Premises hereby granted, aliened, bargained, sold, infeoffed and confirmed, or mentioned or intended so to be hereby granted, aliened, bargained, sold, infeoffed and confirmed, and of and in every Part and Parcel thereof, a good Estate of Inheritance in Fee-Simple, without any Condition, Trust, Power of Redemption, Revocation or Limitation, of any other Use or Uses, or any other Restraint, Matter or Thing whatsoever, to alter, charge, change, determine, incumber, deface or evict the same Estate; **And** that for and notwithstanding any such Act, Matter or Thing as aforesaid, he the said *E. B.* now hath in himself, and until the same Premises shall be settled and vested in the said *W. G.* according to the Intent and true Meaning of these Presents, shall have in himself full Power, good Right, true Title, and lawful and absolute Authority to grant, alien, bargain, sell, infeoff and confirm the said Messuage, &c. and all and singular other the Premises, and every Part and Parcel thereof, with all and every their Appurtenances, unto the said *W. G.* his Heirs and Assigns, in Manner and Form aforesaid, and according

Consideration.

Aliened.

Parcels.

Habendum.

Uses.

Warranty.

Covenant.

Is now seised,
and until and
for so long till the
Execution of
this Deed.

Good Right
till Premises
vested in
Feoffee.

Deed of Feoffment and Key, or other Thing, the Feoffor gives the Seisin thus, *I do here deliver you Possession and Seisin of this House, to hold to you according to the Tenor and Effect of this Deed.*

If of Lands, &c. they go thereon, and Seisin is given by delivering a Turf, Twig of a Tree, cut from off some Tree or Bush thereon, &c. See Tit. *Delivery of Seisin*.

according to the true Intent and Meaning of these Presents. And further, that the said *W. G.* his Heirs and Assigns, shall and may lawfully, quietly and peaceably enter into the said Messuage, &c. and into all and singular other the Premises before-mentioned, or intended to be hereby granted, &c. and into every Part and Parcel thereof, with all and every their Appurtenances, and receive, take and enjoy the Rents, Issues and Profits thereof, to his and their own Use and Uses from henceforth and for ever, without any Let, Suit, Trouble, Interruption, Recovery or Eviction of him the said *E. B.* his Heirs, Executors, Administrators or Assigns, or any of them, or of the said *J. B.* deceased, his Heirs and Assigns, or any of them, or of any other Person or Persons whatsoever lawfully claiming or to claim by, from or under them, or either of them; and that free and clear, and freely and clearly acquitted, exonerated and discharged, or otherwise, by the said *E. B.* his Heirs Executors and Administrators, upon reasonable Request, sufficiently saved harmless and kept indemnified of and from all and all Manner of former and other Bargains, Sales, Gifts, Grants, Wills, Intraills, Leases, Mortgages, Annuities, Rents and Arrearages of Rents, Jointures, Dowers, Issues, Fines, Amerciaments, Fines for Alienation without Licence, Post-Fines, Statutes, Judgments, Recognizances, Extents, Executions, and of and from all other Charges, Estates, Acts, Titles, Troubles and Incumbrances whatsoever had, made, committed, caused, done or suffered, or hereafter to be had, made, committed, caused, done or suffered by him the said *E. B.* his Heirs and Assigns, or any of them, or by the said *J. B.* deceased, or of or by any other Person or Persons whatsoever lawfully claiming or to claim, by, from or under him or them, or by their, or any, or either of their Act or Acts, Means, Assents, Consents, Privities, Knowledges or Procurements; the yearly Rent of 13 s. 4 d. of, &c. reserved due and payable unto *E. W.* Esq; his Heirs and Assigns for ever, out of the Premises only excepted and foreprised. And the said *E. B.* for himself, his Heirs, Executors and Administrators, and for every of them, doth covenant, promise and grant, to and with the said *W. G.* his Heirs and Assigns, and to and with every of them, by these Presents, that he the said *E. B.* his Heirs and Assigns, and all and every other Persons and Persons, their Heirs and Assigns, lawfully claiming or to claim by, from or under him the said *E. B.* shall and will from Time to Time, and at all Times during the Space of seven Years now next ensuing the Date hereof, at the reasonable Request, Costs and Charges in the Law of the said *W. G.* his Heirs and Assigns, or any of them, do, make, seal, acknowledge, levy, suffer and execute, or cause and procure to be done, made, sealed, acknowledged, levied, suffered and executed, all and every such further and other lawful and reasonable Act and Acts, Thing and Things, Devise and Devises, Assurance and Assurances in the Law whatsoever of the Premises, as by the said *W. G.* his Heirs and Assigns, or any of them, or by his, their or any of their Counsel learned in the Law, shall be reasonably devised, or advised and required, be it by Fine or Fines, Feoffment, Recovery, with treble, double or single Voucher or Vouchers, Deed or Deeds inrolled or not inrolled, the Inrolment of these Presents, Release or Confirmation, with Warranty only as aforesaid, or without Warranty, or by all or any of the said Ways or Means, or by any other reasonable Ways or Means whatsoever; so as in such further Assurance and Assurances there be not contained any further or other Covenants or Warranty than as aforesaid; and so as the Parties making such further Assurances be not compelled, by Force of these Presents, to travel further than the Cities of *London* and *Westminster*, for or about the doing or making thereof; all which said further Assurance and Assurances so to be had and made of the said Premises aforesaid, or of any Part or Parcel thereof, either alone, by themselves, or jointly with any other Lands or with any other Persons, shall vest, be and enure, and shall be adjudged, deemed, construed and taken to vest, be and enure, and are hereby declared to be to the only proper Use and Behoof of the said *W. G.* and of his Heirs and Assigns for ever, and to and for no other Use, Intent or Purpose whatsoever. And finally, the said *E. B.* for the more perfect Execution of the Premises, hath made &c. (*Letter of Attorney to make Livery of Seisin; see before.*) In Witness, &c.

Peaceably to enter and enjoy.

Further Assurance.

A Purchase by way of Feoffment, whereby Premises are conveyed to Trustees, and settled to the separate Use and Disposal of a Man's Wife, notwithstanding her Coverture.

THIS Indenture Tripartite, &c. Between *A.* of the first Part, *B.* and *C.* his Wife, of the second Part, and *D. E.* and *F.* Trustees, &c. of the third Part, Witnesseth, that he the said *A.* for and in Consideration of the Sum of — to him the said *A.* by the said *B.* in Hand paid, at, &c. the Receipt, &c. and thereof, &c. hath granted, bargained, sold, aliened, released, infeoffed and confirmed, and by these presents Doth (at the Desire and Request, and by the Directions and Appointments of them the said *B.* and *C.* his Wife, testified by their being Parties to and Executing hereof) grant, &c. unto them the said *D. E.* and *F.* and their Heirs, All, &c. and the Reversion and Reversions, &c. and all the

Parties.

Consideration.

Grant.

Parcels.

Estate,

Habendum. to Estate, &c. and also all Deeds, &c. **To have and to hold** the said several Pieces, &c. and all and singular other the Premises before by these Presents mentioned and intended to be conveyed, and every Part and Parcel thereof, with their Appurtenances, unto them the said D. E. F. and their Heirs, **To** and for the Use and Behoof of them the said D. E. and F. and their Heirs for ever; **Upon this express Trust** and Confidence nevertheless, that they the said D. E. and F. and their Heirs, shall and will from Time to Time, and at all Times hereafter, quietly and peaceably permit and suffer the said C. (notwithstanding her Coverture) to have, take, receive and enjoy all and every the Rents, Issues and Profits of the said Premises, and of every Part and Parcel thereof, to and for her own Use, or to and for such other Uses, Intents and Purposes, as she the said C. shall please and think fit at her own free Will and Pleasure; and that the Receipts of her the said C. or of such Person or Persons as she shall appoint, shall at all Times be good and sufficient Discharges for the Rents and Profits of the said Premises to the Person or Persons who are or shall be liable to pay the same; **And upon this further Trust** and Confidence, that they the said D. E. and F. and their Heirs, and the Heirs of the Survivors or Survivor of them, shall and will convey, assure, order and dispose of all and singular the hereby conveyed Hereditaments and Premises, and of every or any Part or Parcel thereof, to such Person and Persons, and to and for such Uses, Intents and Purposes, and in such Manner and Form as she the said C. notwithstanding her present Coverture, and as if she were a Feme Sole, shall by any Act or Acts, Deed or Deeds in Writing, or by her last Will and Testament in Writing, or any Writing purporting so to be, (the same to be by her sealed and delivered in the Presence of two or more credible Witnesses) direct, limit or appoint; and for Default of such Order, Limitation, Appointment or Direction, then in Trust for the Heirs of the said C. and upon no other Use, Trust, Intent or Purpose whatsoever. **And** the said B. for himself, his Executors and Administrators, doth covenant grant and agree, to and with the said C. D. E. and F. their Executors and Administrators, by these Presents, that he the said B. his Heirs, Executors and Administrators, shall and will quietly and peaceably permit and suffer the said C. whether married or sole, and notwithstanding her Coverture, to have, take, receive and enjoy the said Rents, Issues and Profits of the said Premises, and to order, convey and dispose thereof, and also convey and assure the said Premises, and of every or any Part or Parcel thereof, in Manner and Form aforesaid, at her free Will and Pleasure; and that without the Let, Hindrance, Disturbance, Interruption or gainsaying of him the said B. his Heirs or Assigns, or any of them. **And** the said A. for himself, his Heirs, Executors and Administrators, and for every of them, doth covenant grant and agree, to and with the said D. E. and F. their Heirs and Assigns, by these Presents, that he the said A. for and notwithstanding, &c. the Day of the Date hereof, and at the Sealing and Delivery of these Presents, is and standeth lawfully seised of and in the several Closets, &c. and all and singular other the Premises before by these Presents mentioned to be conveyed, and of and in every Part and Parcel thereof, with the Appurtenances, of a good, sure, perfect, absolute and indefeasible Estate of Inheritance in Fee-simple, without any Manner of Condition, &c. **And** that he the said A. for, &c. now hath in himself good Right, &c. to grant, &c. the said Premises, and every Part and Parcel thereof, with the Appurtenances, unto them the said D. E. and F. and their Heirs and Assigns, to and for the Uses, Trusts, Intents and Purposes herein before-mentioned, expressed, limited and declared; **And** that they the said D. E. and F. their Heirs and Assigns, shall or may lawfully, peaceably and quietly have, &c. the said Premises, and every Part, &c. to, for and upon the Trusts, Uses, Intents and Purposes before-mentioned, without any lawful Let, &c. of or by him the said A. his Heirs, Executors or Administrators, or any of them; **And** that free and clear, and freely and clearly acquitted, exonerated and discharged, or by him the said A. his Heirs, Executors or Administrators, well and sufficiently saved, and kept harmless and indemnified, of and from all and all Manner of former and other Gifts, &c. (one Lease, &c. excepted and foreprised): **And moreover**, the said A. for himself, his Heirs, Executors and Administrators, and for every of them, doth covenant, grant and agree, to and with the said D. E. and F. their Heirs and Assigns, by these Presents, that he the said A. and B. his Wife, shall and will, &c. (*Levy a Fine to the Trustees*, see Tit. **Covenants**.) **Which** said Fine or Fines so as aforesaid, or in any other Manner to be levied and executed of the said Premises, or any Part thereof, and the Execution thereof, and all and every other Fine and Fines, Feoffment and Feoffments, Recovery and Recoveries, Conveyances and Assurances in the Law whatsoever, which already be or hereafter shall be had, made, levied acknowledged, executed and suffered of the said Premises, or of any Part thereof, by or between the said Parties to these Presents, their Heirs or Assigns, or any of them, or together with any other Hereditaments, shall be and enure and are hereby declared to be and enure, and shall be adjudged, construed and taken to be and enure, to and for the several Uses, Intents and Purposes herein before-mentioned, and to and for no other Use, Intent or Purpose whatsoever. **And lastly**, the said A. for himself, his Heirs, Executors and Administrators, and for every of them, doth

Trustees, upon Trust to permit the Wife to receive the Rents, &c.

To convey and dispose of the Premises to such Uses as the Wife by her Deed or Will shall direct.

Covenant from Husband to the Trustees, to permit the Wife's receiving the Rents, and to convey, &c.

A. covenants to the said Trustees, that he is lawfully seised.

That he hath good Right to convey.

For quiet Enjoyment to the Trustees for the Uses aforesaid, free from Incumbrances.

Exceptions.

Covenant to levy a Fine.

Declaration thereof, &c.

Lastly, for further Assurance.

doth covenant, grant and agree, to and with the said D. E. and F. their Heirs and Assigns, by these Presents, that he the said A. his Heirs and Assigns, &c. (*Shall make further Assurance*).

Provided always, and it is fully consented to, declared and agreed, by and between the said B. and C. and the said D. E. and F. their Heirs, Executors and Administrators, that they the said D. E. and F. their Heirs, Executors and Administrators, or any of them, shall not be at any Costs, Charges, Damages or Expences in Law or Equity, by reason of the said Trust in them by these Presents put and reposed, or for or by reason of the Performance or Execution thereof, or for or by reason of any Matter or Thing concerning the same in any wise whatsoever, but that all such Costs, Charges, Damages and Expences, (if any such shall be) shall be paid, borne and sustained by the said C. her Heirs or Assigns, or in Default thereof, to be by them the said D. E. and F. their Heirs, Executors, Administrators or Assigns, taken, received and detained out of the Rents, Issues and Profits of the said Premises; these Presents, or any Thing herein contained to the contrary thereof, in any wise notwithstanding. **In Witness, &c.**

Indemnity of
Trustees from
Expences.

Fines.

Præcipe for a Dedimus Potestatem.

Somerset, ff. **Command** A. B. Gent. and E. his Wife, that justly, and without Delay, they perform to C. D. (*or other Parties, as the Case is; see the following Præcipes*) the Covenant made between them of one Messuage, &c. (*here put the Parcels in their proper Order*) with the Appurtenances in S. and unless, &c.

Dedimus Potestatem directed to { Sir J. S. Knt.
A.C. } Esqrs.
C.E. }
E.F. } Gent.
G.H. }

Return of the Dedimus Potestatem.

THE Execution of this Writ appears in a certain Schedule hereunto annexed. *The Commissioners to subscribe it; but the Præcipe and Concord written on Parchment must first be annexed.*

A Præcipe for a Fine sur Cognissance de Droit come ceo, &c. in most Cases.

Somersetshire, ff. **Command** A. B. (*if but one Cognisor, and C. D. if two, and so on if more, One Cognisor or if by Husband and Wife, say, Sir A. B. Bart. and C. his Wife; and if or more, also by Son and Heir apparent, say, and E. S. Esq; Son and Heir apparent to the said A. B. and C. his Wife, and F. F. &c. if more*) that justly, &c. he, (they) perform to E. F. (*if but one Cognisee, and to G. H. if two, and so on if more*) the Covenant made between them, of, &c. (*here put the Parcels, Exceptions and Places in their proper Order*). And unless, &c.

By Husband
and Wife and
Heirs, to one
Cognisee or
more.

And if in several Counties, say,

Dorsetshire, ff. **Command** A. B. thar, &c. (*as above, mentioning only the Parcels in that County*). And unless, &c.

Lands, &c.
in several
Counties.

Wiltshire, ff. **Command** the same Person that, &c. (*mentioning in like Manner the Parcels in that County*). And unless, &c.

Note; In such Cases there must be several Writs of Covenant returnable at one Day, but there must be but one Concord.

Rules for placing the Parcels.

First, The more worthy Things must be put first, as a Castle before a Manor, a Manor before a Messuage, a Messuage before Land, and Land before Meadow, &c.

Placing Par-
cels.

Secondly, Things general before Things special, as before Meadow, Pasture, Wood, Heath, Marsh, &c. must be placed Land, being the Genus thereto; so Wood must precede Elder Wood, Willow Wood, &c.

Thirdly, Intire Things must be set before their Parts, as of the Manor of C. before the Moiety of the Manor of B. with the Appurtenances.

How Things are to be excepted in the Præcipe.

Parts of Things excepted must succeed those Things out of which they be excepted, and if there be divers Parcels in one Writ, that Parcel out of which the Exception is to be made ought to be last placed, as thus, — of the Manor of D. with the Appurtenances in C. except one Messuage, two Acres of Land, and the Advowson of the Church of C. Things excepted to be certainly named, but no Necessity for the Words with the Appurtenances after the Things excepted.

Words for dividing the Things.

Divisions. (First) Of a Manor — (Secondly) And a Rectory — (Thirdly) Moreover of a Messuage — (Fourthly) And also — (Fifthly) Furthermore — (Sixthly) And further — (Seventhly) And also — (Eighthly) And moreover — And if there are more begin again.

By what Names, and how the Parcels are to be expressed in the Præcipe.

Names of
Parcels.

The Honour of *A.* with the Appurtenances.
The Castle of *B.* with the Appurtenances.
The Borough of *C.* with the Appurtenances.
The Forest of *D.* with the Appurtenances.
The Chace of *E.* with the Appurtenances.
The Park of *F.* with the Appurtenances.
The Hundred of *G.* with the Appurtenances.
The (*a*) Manor of *H.* with the Appurtenances.
The Scite of the Manor of *I.* with the Appurtenances.
The Scite of the late Monastery of *K.* with the Appurtenances.
Two (*b*) Messuages.
One (*c*) Cottage.
One Shop.
One Cellar.
Three Tosts.
One Mill.
Two Dove-houses.
Two Gardens.
Two Orchards.
20 Acres of (*Arable*) Land, (sometimes such a Part of so many Acres of Land).
100 Acres of a Meadow.
10 Acres of Pasture.
10 Acres of (*d*) Wood (Land).
Reasonable (*e*) Estovers in Wood (that is to say) in 10 Acres of Wood.
100 Acres of Furze and Heath.
100 Acres of (*f*) Moor.
100 Acres of Ground wherein Rushes grow, or Rushy Ground.

100 Acres of Marsh Land.
10 Acres of Elder Wood.
20 Acres of Land covered with Water.
An Annual Rent of 10*l.* (issuing out of two Messuages).
A Rent of two Capons, two Hens, and one Pound of Pepper.
Common of Pasture, (for all Manner of Cattle, or for any Number of Sheep, &c.)
A Free Fishery (in the Waters of *E.*).
A Free Warren.
The Liberty of Foldage (and of a Sheep-Walk).
A Salt Pit.
A Bullary of Salt Water.
A Passage over the River *T.*
A Wharf, a Quay.
A Fair and Market, with the Appurtenances.
View of Frankpledge, with the Appurtenances.
A Knight's Fee.
Wards.
Marriages.
Escheats.
Goods and Chattels of Waifs, Estrays.
Goods and Chattels of Felons, Fugitives, Outlaws, Persons attainted.
Felons of themselves.
Deodands.
Treasure Trove.
Wrecks of the Sea.

The

(*a*) Demesnes, Rents, Seigniories Courts, Pleas, &c. pass by them Words. A Manor may be Parcel of another Manor, and pass by the Name of that Manor; also a Castle, Honour or Hundred, may be a Parcel of a Manor, and pass by the Name of the Manor whereof it is Parcel, or it may pass by its own Name.

(*b*) A Chapel will pass by the Name of Messuage, and by the Name of Messuage with the Appurtenances, a House with a Shop, Curtilage, Garden, Orchard; also a Dove house and Mill is Parcel thereof.

(*c*) By that Name a Post, a Chamber, a Cellar, &c. may pass.

(*d*) Highwood and Underwood pass by the general Name of Wood.

(*e*) House boot, Hay-boot and tithing boot, pass by the Name of Estovers.

(*f*) Turbary may pass by the Name of Moorish Ground.

The (a) Rectory of the Church of B. with the Appurtenances, and all and all Manner of Tithes wha soever belonging and appertaining to the said Rectory.

The (b) Advowson of the Church of B.
The Advowson of the Vicarage of the Church of C.
The Moiety of a Messuage.

Note ; Put rather a greater Number of Acres than are intended to pass, this will not hurt ; for no more will pass than intended and agreed upon between the Parties.

How the Places where the Parcels lie are to be named.

The County, Town, Parish or Hamlet where the Things lie, ought to be certainly named. If divers Towns of the same Name in the same County, it is best to make an Addition for Distinction.

If a Manor lies in divers Towns, it is best to name them all, or none, as of the Manor of S. in A. B. and C. or of the Manor of S. with the Appurtenances.

The Concord of a Fine sur Conuſance de droit come ceo, &c. ſuitable to moſt Caſes in Practice, (c) to be written about Half an Inch below the Præcipe, with a narrow Margin.

AND the Agreement is ſuch (that is to ſay) That the ſaid A. (the Cogniſor, and Acknowledg-
C. &c. if more) hath (have) acknowledged the ſaid Tenements (and if for Common ment.
of Paſſure in the Præcipe ſay, and Common of Paſture) with the Appurtenances (by theſe One Cogniſor
Words, the Tenements, any Number or Quantity of diſtinct Things or Parcels will be well enough or more.
expreſſed ; but if the Præcipe be of intire Things, as of a Manor, with the Appurtenances, then Of intire
ſay—hath (or have) acknowledged the ſaid Manor, with the Appurtenances ; neither will Things.
Meſſuages named by themſelves in a Præcipe paſs by the Word Tenement in the Concord, but muſt Parcels.
ſay,—acknowledged the ſaid Meſſuages, with the Appurtenances : And if the Præcipe be
for a third Part of a Meſſuage, ſay in the Concord,—acknowledged the ſaid third Part, with
the Appurtenances ; alſo an Honour, Caſtle, Iſland, Barony, Hundred, Borough, Knight's Fee ;
the Scite of a Manor, a Park, a Prebendary, a Rent, Common, Oblations, Toll, Stallage, Pont-
age, View of Frankpledge, a Liberty, Franchiſe, Office, Bailiwick, Fair, Market, Paſſage, a
Warren, Fiſhery, Rectory, Tiſhes, a Moiety or Part of an intire Thing, Wreck of the Sea, the
Advowſon of a Church, a Portion of Tiſhes, &c. muſt be particularly named in the Concord as well
as in the Præcipe ; and if there is any Thing excepted in the Præcipe, then after the Words, ac-
knowledged the ſaid Tenements, with the Appurtenances (ſay except before excepted) **TO** Exception.
be the Right of the ſaid E. (the Cogniſee) As thoſe which the ſaid E. hath of the Gift One Cogniſee,
of the ſaid A. (and though there be divers Cogniſees, yet the Right ſhall be limited to one of them or more.
only, and the Eſtate limited to his Heirs only, whoſe Right it is acknowledged to be ; as thus, where
E. and G. are Cogniſees, ſay—to be the Right of the ſaid E. as thoſe which they the ſaid
E. and G. have of the Gift of the ſaid A.) and thoſe he (the Cogniſor, or they, if ſeveral) Release by
hath (have) remiſed and quitted Claim from himſelf (themſelves) and his (their) one Cogniſor,
Heirs (but where the Husband and Wife are Cogniſors, then ſay — have remiſed and quitted or more.
Claim from them the ſaid A. (Husband) and C. (Wife) and the Heirs of the ſaid A. (the Or Husband
Husband, if the Fee is in him) or, of the ſaid C. (the Wife, if of her Land) to the ſaid E. and Wife.
(Cogniſee) and his Heirs for ever, (and if more Cogniſees—to the ſaid E. and G. and the To one Cog-
Heirs of the ſaid E. (the Cogniſee, the Right is limited to, as aforeſaid) for ever. And more niſee, or more.
over the ſaid A. (the Cogniſor) hath granted for himſelf and his Heirs (or if ſeveral Warranty.
Cogniſors) —And moreover they the ſaid A. and C. have granted for themſelves, and the By one Cog-
Heirs of the ſaid —(one of the Cogniſors) or if by Husband and Wife,—for themſelves, niſor, or joint-
and the Heirs of the ſaid —(the Husband or Wife, as the Caſe is,) that they will warrant ly by ſeveral.
to the ſaid E. (Cogniſee) and his Heirs, or if ſeveral Cogniſees—to the ſaid E. and G. Or Husband
and the Heirs of the ſaid E. (one of them) the ſaid Tenements (or, if of intire Things, To one Cog-
ſay niſee, no more.

(a) See the Note to the next Article.

(b) If for a Preſentation to a Church, only the Words, *with the Appurtenances*, muſt not be added, nor of Vicarages endowed ; but when a Vicarage is not endowed, it muſt go under theſe Words, *of the Advowſon of the Church of B.* And Parſonages, Rectories, Advowſions, Vicarages and Tithes impropriate, paſs not by the Words, *The Advowſon of the Church of B.* but by the Words, *The Rectory of the Church of B.*

(c) This will appear by a Peruſal of it.

Note ; It may be read in three different Manners.

1. The Gothic alone may be read throughout.

2. The Gothic and Roman may be read together.

3. Or the Gothic, Roman and Italic may be read, of which conſiſts the whole Precedent.

say as before) with the Appurtenances against (all Men for ever ; but it is usual to make the Warranty special, thus) the said A. and his Heirs (or if several Cognisors — against the said A. and C. and the Heirs of the said A.) for ever. (And where there are several Cognisors, each may warrant apart, and it is proper where they have separate Rights, thus : And moreover the said A. hath granted for himself and his Heirs, that he will warrant to the said E. and his Heirs, the said — with the Appurtenances, against the said A. and his Heirs for ever : And further, the said C. (another Cognisee) hath granted, &c. (as before) for ever, and so on if more Cognisors, by these Words, And furthermore —, And also —, And lastly —. Lands of different Persons by different Purchasers may pass in one Fine, and is very necessary when the Purchases are small, and then the Writ of Covenant must be brought by all the Vendees against all the Vendors ; so the Præcipe, and the Acknowledgment and Release in the Concord must be by all the Cognisors to all the Cognisees of all the Parcels ; but every Vendor must warrant against him and his Heirs only, and each Cognisor must warrant his separate Part of the Parcels, and they must be particularly mentioned in the Concord as well as in the Præcipe, thus — Warrant one Messuage, one Barn, one Garden, &c. — Part of the said Tenements in — afore said, &c. — as before, to the Words for ever : And for the second — Warrant one Messuage, and the Orchard afore said, and the said fifty Acres of Land, another Part of the said Tenements in — afore said, &c. (as before) and in like Manner for more Warranties ; and for the last, — Warrant one Messuage, Residue of the said Tenements in — afore said, and so on to the Words for ever. And for this, &c.

Separate War-
ranty of same
Parcels.

Separate War-
ranty.
Of several
Parcels.

A. B.

Caption.

**Taken and acknowledged the — Day of
— in the — Year of the Reign of
King George the Second, and in the
Year of our Lord 1704, before us,**

(To be signed by
the Cognisors)

H. J.
K. L.

For an Affidavit of the Caption, See Tit. Affidavits.

If acknowledged by one Cognisor at one Time, and another at another Time, make separate Captions in this Form.

Taken and acknowledged by the above said A. B. the — Day of, &c. (as above) and the like for every other Cognisor.

Other Examples of Præcipes and Concords of a Fine, Sur Conuſance de droit come ceo, &c.

Of Messuages, London, to wit. **Command** A. B. that justly and without delay he perform to C. D. the Covenant made between them of two Messuages, four Cottages, one Mill, three Gardens, one Orchard, two Hundred Acres of Land, two Hundred Acres of Meadow, two Hundred Acres of Pasture, thirty Acres of Moor, thirty Acres of Turbary, and Five Shillings Rent, with the Appurtenances, in D. and E. and of the third Part of a View of Frankpledge, of Goods and Chattels waived, and of Felons, Fugitives, Outlawed, Felons of themselves, Deodands, Treasure found, and Estrays, with the Appurtenances in E. and M. and of the third Part of the Rectory of the Church of H. with the Appurtenances, **And unless, &c.**

Of a Manor, Berks, to wit. **Command** A. B. Esq; and C. D. Son and Heir apparent of the said A. that justly, &c. to E. F. the Covenant made between them of the Manors of T. S. and H. and of forty Messuages, twenty Cottages, forty Tofts, ten Barns, six Stables, two Water-mills, one Wind-mill, three Dove-houses, ten Gardens, ten Orchards, one hundred Acres of Land, one hundred Acres of Meadow, one hundred Acres of Pasture, five hundred Acres of Wood, one hundred Acres of Marsh, one hundred Acres of Furze and Heath, five Acres of Moor, six Pounds Rent, with the Appurtenances in T. and S. and also, of the Advowson of the Church of S. and H. **And unless, &c.**

Of Tythes. Berks, to wit. **Command, &c.** of the Tythes of Hay, Wood, and Under-wood, with the Appurtenances in A.

Another of Tythes. Berks, to wit. **Command, &c.** of the Tythes of Sheafs of Corn, Grain and Hay, with the Appurtenances in W. and of the Tythes of Hay in H. as also of all Tythes of Wood, Lambs, Oblations, Obventions and Emoluments, and of all other Tythes whatsoever, coming, growing and renewing in W. afore said. **And unless, &c.**

A

A Præcipe and Concord from One to One of a Messuage in London.

London to Wit. **C**ommand *A. B.* that justly and without Delay he perform to *C. D.* the *Præcipe*.
Covenant made between them of one Messuage, with the Appurtenances, in the Parish of *St Mary le Bow.* **And unless, &c.**

And the Agreement is such, (that is to say) That the said *A. B.* hath acknowledged the Concord. afore said Messuage with the Appurtenances, to be the Right of him the said *C.* as that which the said *C.* hath of the Gift of the said *A.* and that he hath remised and quit-claimed from him the said *A.* and his Heirs, to the afore said *C.* and his Heirs for ever. **And moreover** the said *A.* hath granted for himself and his Heirs, that he will warrant to the afore said *C.* and his Heirs, the afore said Messuage with the Appurtenances against him the said *A.* and his Heirs for ever. **And for this, &c.**

— *from One to Two of a Messuage, Garden, Land, Wood, and Common of Pasture.*

Berks, to wit. **C**ommand *A. B.* that justly, &c. to *C. D.* and *E. F.* the Covenant made *Præcipe*.
between them of one Messuage, one Garden, ten Acres of Land, twenty Acres of Wood, and Common of Pasture for all Manner of Cattle, with the Appurtenances, in *W.* **And unless, &c.**

And the Agreement is such, (that is to say) That the said *A.* hath acknowledged the Concord. afore said Tenements and Common with the Appurtenances, to be the Right of them the said *C.* and *E.* as those which the said *C.* and *E.* have of the Gift of the said *A.* And these he hath remised and quit-claimed from him the said *A.* and his Heirs, to the afore said *C.* and *E.* and their Heirs for ever. **And moreover** the said *A.* hath granted for himself and his Warranty. Heirs, that he will warrant to the afore said *C.* and *E.* and their Heirs, the Tenements and Common afore said, with the Appurtenances, against him the said *A.* and his Heirs for ever. **And for this, &c.**

— *from Two to Two of a Manor, Messuages, &c. with Warranty against the Conusors, and the Heirs of One of them, to the Conusees, and the Heirs of One of them.*

Berkshire, to wit. **C**ommand *A. B.* Esq, and *C. D.* Esq; that justly, &c. to *E. F.* and *Præcipe*.
G. H. the Covenant made between them of the Manor of *M.* with the Appurtenances, and of seven Messuages, two Tofts, one Mill, two Dove-houses, ten Gardens, three Orchards, one hundred Acres of Land, &c. with the Appurtenances in *T.* and *W.* **And unless, &c.**

And the Agreement is such, (that is to say) that the afore said *A.* and *C.* have acknowledged the afore said Manor, Tenements, Rents and Common with the Appurtenances, to be the Right of him the said *E.* as those which the said *E.* and *G.* have of the Gift of the said *A.* and *C.* and these they have remised and quit-claimed from them the said *A.* and *C.* and the Heirs of the said *A.* to the afore said *E.* and *G.* and the Heirs of the said *E.* for ever. **And moreover**, the said *A.* and *C.* have granted for themselves and the Heirs of the said *A.* Warranty that they will warrant to the afore said *E.* and *G.* and the Heirs of the said *E.* the afore said against the Manor, Tenements, Rents and Common, with the Appurtenances, against them the said *A.* Heirs of 1st Conusor. and *C.* and the Heirs of the said *A.* for ever. **And for this, &c.**

If with several Warranties against the Heirs of both Conusors, then the Concord will be thus :

And the Agreement is such, (that is to say) That the afore said *A.* and *C.* have acknowledged the said Tenements with the Appurtenances, to be the Right of the said *E.* as those which the said *E.* and *G.* have of the Gift of the said *A.* and *C.* and those they have remised and quit-claimed from them the said *A.* and *C.* and their Heirs, to the afore said *E.* and *G.* and the Heirs of the said *E.* for ever. **And moreover** the said *A.* hath granted for himself and 1st Warranty against the 1st Conusor. the said *A.* and his Heirs, to the afore said *E.* and *G.* and the Heirs of the said *E.* the afore said Tenements, against him the said *A.* and his Heirs for ever. **And further** the said *C.* hath granted for himself and his Heirs, that he will warrant to the afore said *E.* and *G.* and the Heirs of the said *E.* the afore said Tenements against him the said *C.* and his Heirs for ever. 2d Warranty against the 2d Conusor. **And for this, &c.**

— from Three to Two with a joint Warranty against the Heirs of all the Conufors.

Præcipe. Berks, to wit. **Command** A. B. C. D. and E. F. that juſtly, &c. to G. H. and J. K. the Covenant made between them of, &c. **And unleſs,** &c.

Concord. **And the Agreement** is ſuch, (that is to ſay) That the ſaid A. C. and E. have acknowledged the Tenements aforeſaid, with the Appurtenances, to be the Right of him the ſaid G. as thoſe which the ſaid G. and J. have of the Gift of the ſaid A. C. and E. and thoſe they have remiſed and quit-claimed from themſelves the ſaid A. C. and E. and their Heirs, to the ſaid G. and J. and the Heirs of the ſaid G. for ever. * **And moreover** the ſaid A. C. and E. have granted for themſelves and their Heirs, that they will warrant the Tenements aforeſaid with the Appurtenances, to the aforeſaid G. and J. and the Heirs of the ſaid G. againſt them the ſaid A. C. and E. and their Heirs for ever. **And for this,** &c.

Joint Warranty
againſt all
the Conuſors.

But it is moſt uſual and beſt in Caſe of divers Conuſors to let them warrant ſeverally, as follows :

Concord. * **And moreover** the ſaid A. hath granted for himſelf and his Heirs, that he will warrant the Tenements aforeſaid, with the Appurtenances to the aforeſaid G. and J. and the Heirs of the ſaid G. againſt the ſaid A. and his Heirs for ever. **And further** the ſaid C. hath granted for himſelf and his Heirs, that he will warrant the Tenements aforeſaid, with the Appurtenances, to the aforeſaid G. and J. and the Heirs of the ſaid G. againſt him the ſaid C. and his Heirs for ever. **And alſo,** the ſaid E. hath granted for himſelf and his Heirs, that he will warrant the Tenements aforeſaid, with the Appurtenances to the aforeſaid G. and J. and the Heirs of the ſaid G. againſt him the ſaid E. and his Heirs for ever. **And for this,** &c.

A ſeveral
Warranty by
each Conuſor.

N. B. If there be two or more Conuſees, who are Joint Purchaſors, the Grant and Warranty muſt be to them and their Heirs, inſtead of the Heirs of one of them ; as in the preceding Precedent from One to Two.

A Fine by Baron and Feme of the Husband's Lands.

Præcipe. Berks, to wit. **Command** A. B. and C. his Wife, that juſtly, &c. to D. E. the Covenant made between them of &c. with the Appurtenances in W. **And unleſs,** &c.

Concord. **And the Agreement** is ſuch, (that is to ſay) That the ſaid A. and C. have acknowledged the Tenements (or Manor, Tenements and Common, &c. as it is) aforeſaid, with the Appurtenances, to be the Right of him the ſaid D. as thoſe which the ſaid D. hath of the Gift of the ſaid A. and C. and thoſe they have remiſed and quit-claimed from them the ſaid A. and C. and the Heirs of the ſaid A. to the aforeſaid D. and his Heirs for ever. **And moreover** the ſaid A. and C. have granted for themſelves and the Heirs of the ſaid A. that they will warrant to the aforeſaid D. and his Heirs the Tenements aforeſaid, with the Appurtenances, againſt them the ſaid A. and C. and the Heirs of the ſaid A. for ever. **And for this,** &c.

Warranty
againſt the
Husband and
his Heirs.

A Fine by Baron and Feme of the Wife's Land.

Præcipe. Berks, to wit. **Command** A. B. and C. his Wife, that juſtly, &c. to D. E. —

Concord. **And the Agreement** is ſuch, (that is to ſay) That the ſaid A. and C. have acknowledged the aforeſaid Tenements, with the Appurtenances, to be the Right of him the ſaid D. as thoſe which the ſaid D. hath of the Gift of the ſaid A. and C. and theſe they have remiſed and quit-claimed from them the ſaid A. and C. and the Heirs of the ſaid C. to the ſaid D. and his Heirs for ever. **And moreover** the ſaid A. and C. have granted for themſelves, and the Heirs of the ſaid C. that they will warrant to the aforeſaid D. and his Heirs, the aforeſaid Tenements with the Appurtenances, againſt them the ſaid A. and C. and the Heirs of the ſaid C. for ever. **And for this,** &c.

Warranty
againſt the
Wife and her
Heirs.

When a Fine is from divers, the Fine is ſuppoſed to be in one of them only, and if ſo, the Grant and Warranty ſhould be from him or her, and againſt his or her Heirs ; but if it is not certain, whether the Fee is in the Husband or Wife, it is beſt for greater Certainty, to make a Warranty to Bar the Husband and his Heirs, and another to Bar the Wife and her Heirs, as in the next Precedent.

— by

— by Baron and Feme, *with several Warranties against the Heirs of both.*

Berks, to wit. **Command** A. B. and C. his Wife, that justly, &c. to D. E. — *Præcipe.*

And the Agreement is such, (That is to say) That the said A. and C. have acknowledged the Tenements aforesaid, with the Appurtenances, to be the Right of him the said D. as those which the said D. hath of the Gift of the said A. and C. and these they have remised and quit-claimed from them the said A. and C. and their Heirs, to the aforesaid D. and his Heirs for ever. **And moreover** the said A. and C. have granted for themselves and the Heirs of the said A. that they will warrant to the aforesaid D. and his Heirs, the aforesaid Tenements with the Appurtenances, against them the said A. and C. and the Heirs of the said A. for ever. **And further** the said A. and C. have granted for themselves and the Heirs of the said C. that they will warrant to the aforesaid D. and his Heirs, the aforesaid Tenements with the Appurtenances, against them the said A. and C. and the Heirs of the said C. for ever. **And for this, &c.**

Concord.
Warranty against the Husband and his Heirs.
Ditto, against the Wife and her Heirs.

— by Feme Conufors, *and the Wives of Two of them, to One Conufee with several Warranties.*

Berks, ff. **Command** A. B. Gent. C. D. Gent. E. F. Gent. and G. his Wife, and H. J. Gent. and K. his Wife, that justly, &c. to L. M. the Covenant made between them of ten Messuages, &c. with the Appurtenances in W. and Y. **And unless, &c.** *Præcipe.*

And the Agreement is such, (that is to say) That the said A. C. E. and G. his Wife, H. and K. his Wife, have acknowledged the aforesaid Tenements, Common and Liberty, with the Appurtenances, to be the Right of him the said L. as those which the said L. hath of the Gift of the said A. C. E. and G. and H. and K. and those they have remised and quit-claimed from them the said A. C. E. and G. and H. and K. and their Heirs, to the said L. and his Heirs for ever. **And moreover** the said A. hath granted for himself and his Heirs, that he will warrant to the aforesaid L. and his Heirs, the aforesaid Tenements, Common and Liberty, with the Appurtenances, against him the said A. and his Heirs for ever. **And further** the said C. hath granted for himself and his Heirs, that he will warrant to the aforesaid L. and his Heirs, the aforesaid Tenements, Common and Liberty, with the Appurtenances, against him the said C. and his Heirs for ever, **And also** the said E. and G. have granted for themselves, and the Heirs of the said E. that they will warrant to the aforesaid L. and his Heirs, the aforesaid Tenements, Common and Liberty, with the Appurtenances, against them the said E. and G. and the Heirs of the said E. for ever. **And furthermore** the said H. and K. have granted for themselves, and the Heirs of the said K. that they will warrant to the aforesaid L. and his Heirs, the aforesaid Tenements, Common and Liberty, with the Appurtenances, against them the said H. and K. and the Heirs of the said K. for ever. **And for this, &c.**

Concord.
1. Warranty.
2. Warranty.
3. Warranty.
4. Warranty.

N. B. *As the Warranty should be always against that Person, and his or her Heirs from whom or from whose Ancestors the Lands came or descended; so * here the Husband is supposed to be a Person from whom the Lands moved, and therefore the Warranty is against him and his Heirs; and † here the Wife is supposed to be the Person, and therefore the Warranty here is against her and her Heirs. But in Case there is any Doubt from whom, the Husband and Wife may be made to warrant severally, as in the last Precedent.*

— by Three Conufors *and the Wives of two of them, to Two Conufees, upon two Writs of Covenant, the Lands lying in two Counties, first of Messuages, Lands, Pasture, Wood, &c. in Kent, second of Messuages, Cottages, Land, Furze and Heath, in Essex.*

Kent, to wit. **Command** A. B. Esq; and C. his Wife, D. E. Esq; and F. his Wife, and G. H. that justly, &c. to J. K. and L. M. the Covenant made between them, of six Messuages, five hundred Acres of Land, three hundred Acres of Pasture, and fifty Acres of Wood and Common of Pasture for all Cattle, with the Appurtenances in N. and O. **And unless, &c.** *1. Præcipe.*

Essex, to wit. **Command** A. B. Esq; and C. his Wife, D. E. Esq; and F. his Wife, and G. H. that justly, &c. to J. K. and L. M. the Covenant made between them of four Messuages, ten Cottages, one hundred Acres of Land, and fifty Acres of Furze and Heath, with the Appurtenances in P. and Q. **And unless, &c.** *2. Præcipe.*

And

- Concord. **And the Agreement** is such, (that is to say) That the said *A.* and *C. D.* and *F.* and *G.* have acknowledged the aforesaid Tenements, and Common of Pasture, with the Appurtenances, to be the Right of the said *J.* as those which the said *J.* and *L.* have of the Gift of the said *A.* and *C. D.* and *F.* and *G.* and these they have remised and quit-claimed from the said *A.* and *C. D.* and
1. Warranty. *F.* and *G.* and their Heirs, to the said *J.* and *L.* and the Heirs of the said *J.* for ever. **And moreover** the said *A.* and *C.* have granted for themselves, and the Heirs of the said *C.* that they will warrant to the said *J.* and *L.* and the Heirs of the said *J.* the aforesaid Tenements and Common of Pasture, with the Appurtenances, against them the said *A.* and *C.* and the
 2. Warranty. Heirs of the said *C.* for ever. **And further** the said *D.* and *F.* have granted for themselves and the Heirs of the said *F.* that they will warrant to the said *J.* and *L.* and the Heirs of the said *J.* the aforesaid Tenements, and Common of Pasture, with the Appurtenances, against
 3. Warranty. them the said *D.* and *F.* and the Heirs of the said *F.* for ever. **And also** the said *G.* hath granted for himself and his Heirs, that he will warrant to the aforesaid *J.* and *L.* and the Heirs of the said *J.* the aforesaid Tenements and Common of Pasture, with the Appurtenances, against him the said *G.* and his Heirs for ever. **And for this, &c.**

N. B. Where the Lands lie in three or more Counties, there must be several Præcipes to distinguish what Lands lie in each County, and but one Concord, as above.

One may conceive by this last Precedent, that *C.* and *F.* are two Sisters, who join in this Fine with their Husband, and *G.* their Brother, and therefore, may be supposed to be the Persons from whose Ancestors the Lands came, and the Warranties are therefore against their Heirs, and the Heirs of *G.* their Brother.

The Grant and Warranties are made to *J.* and his Heirs, who one may conceive to be the Purchaser, and that *L.* is joined in the Fine in Pursuance of some Trust or Covenant, in the Purchase Deeds; had they been joint Purchasers, the Grant and Warranty would have been to them and their Heirs; — as in the Precedent from One to Two.

From four Conusors and their Wives to three Conusees, upon three Writs of Covenant

1. A Manor, Messuages, Cottages, Dove-houses, Barns, Stables, Gardens, Land, Meadow, Pasture, Wood, Furze and Heath, Common of Pasture, free Warren, Court-Leet, Court-Baron, and View of Frankpledge.
2. Messuages, Barns, Stables, Gardens, Orchards, Land, Meadow, Pasture, Wood, Furze, and Heath, and Marsh.
3. A Manor, Messuages, Cottages, Dove-houses, Barns, Stables, Gardens, Orchards, Land, Meadow, Pasture, Wood, Furze and Heath, Alder, and an Advowson.

Dorsetshire, to wit. **Command** *A. B.* Esq; and *C.* his Wife, *D. E.* Esq; and *F.* his Wife, *G. H.* Esq; and *J.* his Wife, *K. L.* Gent. and *M.* his Wife, that justly, &c. they perform to *P. Q.* Esq; *R. S.* Esq; and *T. V.* Gent. the Covenant made between them of the Manor of *W.* with the Appurtenances, and of twelve Messuages, twenty and four Cottages, four Dove-houses, twelve Barns, twelve Stables, twelve Gardens, one thousand and five hundred Acres of Land, one thousand Acres of Meadow, five hundred Acres of Pasture, one hundred Acres of Wood, five hundred Acres of Furze and Heath, Common of Pasture for all and all Manner of Cattle, a free Warren, a Court-Leet, Court-Baron and View of Frankpledge, with the Appurtenances, in *T.* and *A.* **And unless, &c.**

Devonshire, to wit. **Command** the same, that justly, &c. they perform to the same the Covenant made between them of two Messuages, two Barns, two Stables, two Gardens, two Orchards, one hundred Acres of Land, thirty Acres of Meadow, forty Acres of Pasture, ten Acres of Wood, fifty Acres of Furze and Heath, and thirty Acres of Marsh, with the Appurtenances, in *L. R.* and *B.* **And unless, &c.**

Cornwall, to wit. **Command** the same, that justly, &c. they perform to the same the Covenant made between them of the Manor of *A.* with the Appurtenances, and of twelve Messuages, six Cottages, three Dove-houses, eight Barns, eight Stables, six Gardens, six Orchards, one thousand and two hundred Acres of Land, six hundred Acres of Meadow, three hundred Acres of Pasture, fifty Acres of Wood, one hundred Acres of Furze and Heath, and thirty Acres of Alder, with the Appurtenances in *F.* and also of the Advowson of the Church of *F.* **And unless, &c.**

And the Agreement is such, to wit, That the aforesaid *A.* and *C. D.* and *F. G.* and *J. K.* and *M.* have acknowledged the aforesaid Manors, Tenements, Common of Pasture, Warren, Court-Leet, Court-Baron, and View of Frank-pledge, with the Appurtenances and Advowson aforesaid, to be the Right of the said *P.* as those which the said *P. R.* and *T.* have of the Gift of

of the said *A.* and *C.* *D.* and *F. G.* and *J. K.* and *M.* and those they have remised and quit-claimed from themselves the said *A.* and *C. D.* and *F. G.* and *J. K.* and *M.* and their Heirs, to the said *P. R.* and *T.* and the Heirs of the said *P.* for ever. **And moreover** the said *A.* and *C.* have granted for themselves and the Heirs of the said *A.* that they will warrant to the aforesaid *P. R.* and *T.* and the Heirs of the said *P.* the aforesaid Manors, Tenements, Common of Pasture, Warren, Court-Leet, Court-Baron, and View of Frankpledge, with the Appurtenances and Advowson aforesaid, against themselves the said *A.* and *C.* and the Heirs of the said *A.* for ever. **And further,** the said *D.* and *F.* have granted for themselves and the Heirs of the said *D.* that they will warrant to the said *P. R.* and *T.* and the Heirs of the said *P.* the aforesaid Manors, Tenements, Common of Pasture, Warren, Court-Leet, Court-Baron, and View of Frankpledge, with the Appurtenances and Advowson aforesaid, against themselves the said *D.* and *F.* and the Heirs of the said *D.* for ever. **And also** the said *D.* and *F.* have granted for themselves and the Heirs of the said *F.* that they will warrant to the aforesaid *P. R.* and *T.* and the Heirs of the said *P.* the aforesaid Manors, Tenements and Common of Pasture, Warren, Court-Leet, Court-Baron, and View of Frankpledge, with the Appurtenances and Advowson aforesaid, against themselves the said *D.* and *F.* and the Heirs of the said *F.* for ever. **And furthermore** the said *G.* and *J.* have granted for themselves and the Heirs of the said *G.* that they will warrant to the aforesaid *P. R.* and *T.* and the Heirs of the said *P.* the aforesaid Manors, Tenements, Common of Pasture, Warren, Court-Leet, Court-Baron, and View of Frankpledge, with the Appurtenances and Advowson aforesaid, against themselves the said *G.* and *J.* and the Heirs of the said *G.* for ever. **And moreover** the said *K.* and *M.* have granted for themselves and the Heirs of the said *K.* that they will warrant to the aforesaid *P. R.* and *T.* and the Heirs of the said *P.* the aforesaid Manors, Tenements, Common of Pasture, Warren, Court-Leet, Court-Baron, and View of Frankpledge, with the Appurtenances and Advowson aforesaid, against themselves the said *K.* and *M.* and the Heirs of the said *K.* for ever. **And for this,** &c.

1. Warranty.

2. Warranty.

3. Warranty.

4. Warranty.

5. Warranty.

Taken and acknowledged, &c.

From a Duke and his Duchess and another Conusor, to a Duke and another Conussee; of an Honor, Manors, Parks, Messuages, Tofts, Mills, Dove-houses, Gardens, Land, Meadow, Pasture, Wood, Furze and Heath, Rent, free Warren, View of Frankpledge, Waifs, Estrays, Deodands, Goods of Felons, Outlaws, Return of Writs, Liberty and Privileges.

Herefordshire, to wit. **Command** *J. Duke of C. and E. his Wife, and G. J. Esq;* that justly, &c. they perform to *J. Duke of N. and L. M. Esq;* the Covenant made between them of the Honor of *K.* with the Appurtenances, and of the Manors of *K.* otherwise *L. N. R. and T.* with the Appurtenances, and of two Parks, with the Appurtenances, as also of forty Messuages, twenty Tofts, four Water-Mills, fifteen Dove-houses, forty Gardens, two thousand Acres of Land, one thousand Acres of Meadow, three thousand Acres of Pasture, five hundred Acres of Wood, one thousand Acres of Furze and Heath, ten Pounds Rent, a free Warren, View of Frankpledge, and whatsoever belongs to View of Frankpledge, Goods and Chattels waived, Estrays, Deodands, Goods and Chattels of Felons and Fugitives, Felons of themselves, Outlaws and Persons put in *Exigent*, the Return of all Writs whatsoever, and of all and all Manner of Liberties and Franchises, with the Appurtenances, in *K. L. N. R. and T.* **And unless,** &c.

And the Agreement is such, (*to wit,*) That the aforesaid Duke of *C.* and *E.* and *G.* have acknowledged the aforesaid Honor, Manors, Parks, Tenements, Rent, Warren, View of Frankpledge, Goods and Chattels waived, Estrays, Deodands, Goods and Chattels of Felons and Fugitives, Felons of themselves, Outlaws and Persons put in *Exigent*, Return of Writs, Liberties and Franchises, with the Appurtenances, to be the Right of the said Duke of *N.* as those which the said Duke of *N.* and *L.* have of the Gift of the aforesaid Duke of *C.* and *E.* and *G.* and those they have remised and quit-claimed from themselves the said Duke of *C.* and *E.* and *G.* and their Heirs, to the said Duke of *N.* and *L.* and the Heirs of the said Duke of *N.* for ever. **And moreover** the said Duke of *C.* and *E.* have granted for themselves and the Heirs of the said Duke of *C.* that they will warrant to the aforesaid Duke of *N.* and *L.* and the Heirs of the said Duke of *N.* the aforesaid Honor, Manors, Parks, Tenements, Rent, Warren, View of Frankpledge, Goods and Chattels waived, Estrays, Deodands, Goods and Chattels of Felons and Fugitives, Felons of themselves, Outlaws and Persons put in *Exigent*, Return of Writs, Liberties and Franchises, with the Appurtenances, against themselves the said Duke of *C.* and *E.* and the Heirs of the said Duke of *C.* for ever. **And further,**

1. Warranty.

the said G. hath granted for himself and his Heirs that he will warrant to the aforesaid Duke of N. and L. and the Heirs of the said Duke of N. the aforesaid Honor, Manors, Parks, Tenements, Rent, Warren, View of Frankpledge, Goods and Chattels waived, Estrays, Deodands, Goods and Chattels of Felons and Fugitives, Felons of themselves, Outlaws and Persons put in Exigent, Return of Writs, Liberties and Franchises, with the Appurtenances, against him the said G. and his Heirs for ever. **And for this, &c.**

Taken and acknowledged, &c.

From four Conufors and the Wives of one of them, to two Conusees, of a Rent issuing out of a Manor, Messuages, Cottages, Barns, Dove-houses, Gardens, Orchards, Land, Meadow, Pasture, Wood, Furze and Heath, and free Fishery.

Cambridgeshire, to wit. **Command** A. B. Esq; and C. his Wife, D. E. Esq; F. G. Esq; and H. J. Gent. that justly, &c. they perform to K. L. Esq; and M. N. Esq; the Covenant made between them of the yearly Rent of two hundred Pounds, issuing out of and from the Manor of R. with the Appurtenances, and out of and from ten Messuages, ten Cottages, ten Barns, two Dove-houses, ten Gardens, ten Orchards, five hundred Acres of Land, three hundred Acres of Meadow, six hundred Acres of Pasture, ten Acres of Wood, and fifty Acres of Furze and Heath, with the Appurtenances, in L. O. and S. and also out of a free Fishery in the Water of O. with the Appurtenances, in L. O. and S. **And unless, &c.**

And the Agreement is such, to wit, That the aforesaid A. and C. D. F. and H. have acknowledged the aforesaid Rent to be the Right of the said K. as that which the said K. and M. have of the Gift of the said A. and C. D. F. and H. and the same they have remised and quit-claimed from them and their Heirs to the said K. and M. and the Heirs of the said K. for ever.

1. Warranty. **And moreover** the said A. and C. have granted for themselves and the Heirs of the said C. that they will warrant to the said K. and M. and the Heirs of the said K. the aforesaid Rent, against themselves the said A. and C. and the Heirs of the said C. for ever. **And further,** the said D. hath granted for himself and his Heirs, that he will warrant to the aforesaid K. and M. and the Heirs of the said K. the aforesaid Rents, against himself the said D. and his Heirs for ever.
3. Warranty. **And also** the aforesaid F. hath granted for himself and his Heirs, that he will warrant to the aforesaid K. and M. and the Heirs of the said K. the aforesaid Rent, against himself the said F. and his Heirs for ever.
4. Warranty. **And furthermore** the said H. hath granted for himself and his Heirs, that he will warrant to the aforesaid K. and M. and the Heirs of the said K. the aforesaid Rent, against himself the said H. and his Heirs for ever. **And for this, &c.**

Taken and acknowledged, &c.

From six Conufors and the Wives of two of them, to two Conusees, of a Manor, Messuages, Mills, Dove-houses, Gardens, Lands, Meadow, Pasture, Wood, Furze and Heath, Rent, free Warren, View of Frankpledge, Rectory, and Advowson of the Rectory of a Church.

Staffordshire, to wit. **Command** Sir A. B. Bart. C. B. Esq; and D. his Wife, E. F. Esq; G. H. Esq; and J. his Wife, K. L. Esq; and M. N. Gent. that justly, &c. they perform to O. P. and Q. R. the Covenant made between them of the Manor of R. with the Appurtenances, and of forty Messuages, two Mills, two Dove-houses, forty Gardens, eight hundred Acres of Land, four hundred Acres of Meadow, six hundred Acres of Pasture, one hundred Acres of Wood, sixty Acres of Furze and Heath, sixty Shillings Rent, a free Warren, and View of Frankpledge, with the Appurtenances, in R. O. and B. and also of the Rectory of R. with the Appurtenances, and also of the Advowson of the Vicarage of the Church of R. **And unless, &c.**

And the Agreement is such, to wit, That the aforesaid A. C. and D. E. G. and J. K. and M. have acknowledged the aforesaid Manor, Tenements, Rent, free Warren, View of Frankpledge and Rectory, with the Appurtenances, and the Advowson aforesaid, to be the Right of the said O. as those which the said O. and Q. have of the Gift of the said A. C. and D. E. G. and J. K. and M. and those they have remised and quit-claimed from themselves and their Heirs to the said O. and Q. and the Heirs of the said O. for ever. **And moreover** the aforesaid A. has granted for himself and his Heirs, that he will warrant to the aforesaid O. and Q. and the Heirs of the

the said O. the aforesaid Manor, Tenements, Rent, free Warren, View of Frankpledge and Rectory, with the Appurtenances and the Advowson aforesaid, against him the said A. and his Heirs for ever. **And further**, the said C. and D. have granted for themselves and the Heirs of the said C. that they will warrant to the aforesaid O. and Q. and the Heirs of the said O. the aforesaid Manor, Tenements, Rent, free Warren, View of Frankpledge and Rectory, with the Appurtenances and the Advowson aforesaid, against the said C. and D. and the Heirs of the said C. for ever. **And also** the said E. hath granted for himself and his Heirs, that he will warrant to the aforesaid O. and Q. and the Heirs of the said O. the aforesaid Manor, Tenements, Rent, free Warren, View of Frankpledge and Rectory, with the Appurtenances and the Advowson aforesaid, against him the said E. and his Heirs for ever. **And furthermore** the said G. and J. have granted for themselves and the Heirs of the said G. that they will warrant to the aforesaid O. and Q. and the Heirs of the said O. the aforesaid Manor, Tenements, Rent, free Warren, View of Frankpledge and Rectory, with the Appurtenances and the Advowson aforesaid, against them the said G. and J. and the Heirs of the said G. for ever. **And moreover** the said K. hath granted for himself and his Heirs, that he will warrant to the aforesaid O. and Q. and the Heirs of the said O. the aforesaid Manor, Tenements, Rent, free Warren, View of Frankpledge and Rectory, with the Appurtenances and the Advowson aforesaid, against the said K. and his Heirs for ever. **And further**, the said M. hath granted for himself and his Heirs, that he will warrant to the aforesaid O. and Q. and the Heirs of the said O. the aforesaid Manors, Tenements, Rent, free Warren, View of Frankpledge and Rectory aforesaid, with the Appurtenances and the Advowson aforesaid, against him the said M. and his Heirs for ever. **And** for this, &c.

2. Warranty.

3. Warranty.

4. Warranty.

5. Warranty.

6. Warranty.

Taken and acknowledged, &c.

From six Conufors and the Wives of two of them, to two Conufees, of a Manor, Messuages, Cottages, Barns, Dovehouses, Gardens, Orchards, Land, Meadow, Pasture, Wood, Furze and Heath, Rent, free Fishery, and an Advowson; with four several Captions.

Berks, to wit. **Command** Sir A. B. Knt. and C. his Wife, D. E. Esq; F. G. Esq; H. J. Esq; K. L. Esq; and M. his Wife, and N. O. Esq; that justly, &c. they perform to P. Q. Esq; and R. S. Gent. the Covenant made between them of the Manor of T. with the Appurtenances, and of ten Messuages, ten Cottages, ten Barns, two Dovehouses, ten Gardens, ten Orchards, six hundred Acres of Land, four hundred Acres of Meadow, one thousand Acres of Pasture, twenty Acres of Wood, one hundred Acres of Furze and Heath, and eighty Shillings Rent, with the Appurtenances, in T. and also of free Fishery in the Water of P. with the Appurtenances in T. and of the Advowson of the Church of T. **And unless**, &c.

And the Agreement is such, to wit, That the aforesaid A. and C. D. F. H. K. and M. and N. have acknowledged the aforesaid Manor, Tenements, Rent and Fishery, with the Appurtenances and the Advowson aforesaid, to be the Right of the aforesaid P. as those which the said P. and R. have of the Gift of the said A. and C. D. F. H. K. and M. and N. and those they have remised and quit-claimed from themselves the said A. and C. D. F. H. K. and M. and N. and their Heirs to the said P. and R. and the Heirs of the said P. for ever. **And moreover** the said A. and C. have granted for themselves and the Heirs of the said A. that they will warrant to the aforesaid P. and R. and the Heirs of the said P. the aforesaid Manor, Tenements, Rent and Fishery, with the Appurtenances and the Advowson aforesaid, against them the said A. and C. and the Heirs of the said A. and against the Heirs of T. B. deceased, Brother of the said A. and of Sir T. B. Knt. deceased, Father of the said A. and against all others claiming by the said A. and C. J. and T. or either of them, for ever. **And further**, the aforesaid D. hath granted for himself and his Heirs, that he will warrant to the aforesaid P. and R. and the Heirs of the said P. the aforesaid Manor, Tenements, Rent and Fishery, with the Appurtenances and the Advowson aforesaid, against him the said D. and his Heirs for ever. **And also** the aforesaid F. hath granted for himself and his Heirs, that he will warrant to the aforesaid P. and R. and the Heirs of the said P. the aforesaid Manor, Tenements, Rent and Fishery, with the Appurtenances and the Advowson aforesaid, against himself the said F. and his Heirs for ever. **And furthermore** the aforesaid H. hath granted for himself and his Heirs, that he will warrant to the aforesaid P. and R. and the Heirs of the said P. the aforesaid Manor, Tenements, Rent and Fishery, with the Appurtenances and the Advowson aforesaid, against himself the said H. and his Heirs for ever. **And moreover** the aforesaid K. and M. have granted for themselves and the Heirs of the said K. that they will warrant to the aforesaid P. and R. and the Heirs of the said P. the aforesaid Manor, Tenements, Rent and Fishery, with the Appurtenances and the Advowson aforesaid, against them the said K. and M. and their Heirs for ever.

1. Warranty.

2. Warranty.

3. Warranty.

4. Warranty.

5. Warranty.

Ap-

6. Warranty. Appurtenances and the Advowson aforesaid, against them the said K. and M. and the Heirs of the said K. for ever. **And further**, the said N. hath granted for himself and his Heirs, that he will warrant to the aforesaid P. and R. and the Heirs of the said P. the aforesaid Manor, Tenements, Rent and Fishery, with the Appurtenances and the Advowson aforesaid, against himself the said N. and his Heirs for ever. **And** for this, &c.

Taken and acknowledged by the above named Sir A. B. and C. his Wife, and the above named F. G. on the — Day of — in the Year of our Lord — and in the — Year of the Reign of King George the Second, before

R. R.
W. T.

Taken and acknowledged by the above named D. E. and H. J. the — Day of — in the Year of our Lord — and in the — Year of the Reign of King George the Second, before us

T. T.
S. M.

Taken and acknowledged by the above named N. O. the — Day of — in the Year of our Lord — and in the — Year of the Reign of King George the Second, before us

T. M.
W. C.

Taken and acknowledged by the above named K. L. and M. his Wife, the — Day of — in the Year of our Lord — and in the — Year of the Reign of King George the Second, before us

T. D.
W. H.

N. B. Every Commissioner must indorse his Name to the Return of the *Dedimus*.

II. Fines Sur Done, Grant & Render.

† i. e. Upon a Gift with a Grant and Render.

A Fine † Sur Done, ove Grant & Render in Tail, with Remainders over.

Cornwall, to wit. **Command** M. K. that justly, &c. he perform to J. W. the Covenant made between them of one Messuage and twenty Acres of Land, with the Appurtenances in S. **And unless**, &c.

And the Agreement is such, to wit, That the aforesaid M. hath acknowledged the aforesaid Tenements, with the Appurtenances, to be the Right of him the said J. as those which the said J. hath of the Gift of the aforesaid M. **And** those he hath remised and quit-claimed from himself the said M. and his Heirs, to the aforesaid J. and his Heirs for ever. **And moreover** the said M. hath granted for himself and his Heirs, that he will warrant the aforesaid Tenements, with the Appurtenances, to the said J. and his Heirs, against himself the said M. and his Heirs for ever. **And** for this Acknowledgment, Remise, Quit-claim, Warranty, Fine and Agreement, the said J. hath **Granted** to the said M. the aforesaid Tenements, with the Appurtenances, and those he hath **Rendered** to him in the same Court; **To have and to hold** to the said M. and the Heirs which the said M. shall beget on the Body of E. his now Wife: **And** if it shall happen that the said M. shall die without Heirs begotten by him on the Body of the said E. **Then** after the Decease of the said M. the aforesaid Tenements, with the Appurtenances, intirely to remain to the said E. during her Life. **And** after the Decease to the said E. the aforesaid Tenements, with the Appurtenances, intirely to remain of the right Heirs of the said J.

Taken and acknowledged, &c.

A Fine from two Conufors to two Conufees, Sur Done, with a Grant and Render back for Years, referving Rent, &c.

Lincolnfhire, to wit. **C**ommand *J. P.* and *S. C.* that juftly, &c. they perform to *W. N.* and *E. P.* the Covenant made between them of (*naming the Parcels*). **And** unless, &c.

And the Agreement is fuch, to wit, That the aforefaid *J.* and *S.* have acknowledged the aforefaid Tenements, with the Appurtenances, to be the Right of him the faid *W.* as thofe which the aforefaid *W.* and *E.* have of the Gift of the aforefaid *J.* and *S.* **And** thofe they have remifed and quit-claimed from themfelves the faid *J.* and *S.* and the Heirs of the faid *J.* to the aforefaid *W.* and *E.* and the Heirs of the faid *W.* for ever. **And moreover** the faid *J.* and *S.* have granted for themfelves and the Heirs of the faid *J.* that they will warrant to the aforefaid *W.* and *E.* and the Heirs of the faid *W.* the aforefaid Tenements, with the Appurtenances, againft them the faid *J.* and *S.* and the Heirs of the faid *J.* for ever. **And** for this Acknowledgment, Remife, Quit-claim, Warranty, Fine and Agreement, the faid *W.* and *E.* have **Granted** to the aforefaid *J.* the aforefaid Tenements, with the Appurtenances, and thofe they have **Rendered** to him in the fame Court; **To have and to hold** the aforefaid Tenements, with the Appurtenances, to the aforefaid *J.* and his Affigns, from the Feaft of *St. Michael* the Archangel laft paft, unto the End and Term of one and twenty Years thence next enfuing and fully to be compleat and ended, rendering therefore yearly during the aforefaid Term to the faid *W.* and his Heirs, the Sum of Twenty Pounds of lawful Money of *Great Britain*, to be paid at the Feaft of the *Annunciation* of the Bleffed *Mary*, and the Feaft of *St. Michael* the Archangel, by equal and even Portions; and if the faid Rent fhall happen to be in Arrear in Part or in the Whole unpaid after any of the faid Feafts, then it fhall be lawful for the faid *W.* and his Heirs to enter into the aforefaid Tenements, with the Appurtenances, and diftrain, and the Diftreffes there taken to lead, drive and carry away, and to retain, until they fhall be fully paid and fatisfied for the faid Rent and the Arrearages thereof.

Taken and acknowledged, &c.

A Fine by two Conufors to one Conufee, Sur Done, with a Grant and Render back to one Conufor for a Term of Years, referving Rent, and the Reverfion and Rent to the other Conufor.

Effex, to wit. **C**ommand *T. B.* and *A. S.* that juftly, &c. they perform to *J. B.* the Covenant made between them of (*naming the Parcels*). **And** unless, &c.

And the Agreement is fuch, to wit, That the aforefaid *T.* and *A.* have acknowledged the aforefaid Tenements, with the Appurtenances, to be the Right of him the faid *J.* as thofe which the faid *J.* hath of the Gift of the faid *T.* and *A.* **And** thofe they have remifed and quit-claimed for themfelves the faid *T.* and *A.* and the Heirs of the faid *T.* to the faid *A.* and his Heirs for ever. **And moreover** the faid *T.* and *A.* have granted for themfelves and the Heirs of the faid *T.* that they will warrant the aforefaid Tenements, with the Appurtenances, to the faid *J.* and his Heirs, againft them the faid *T.* and *A.* and the Heirs of the faid *T.* for ever. **And** for this Acknowledgment, Remife, Release, Quit-claim, Warranty, Fine and Agreement, the aforefaid *J.* hath **Granted** to the faid *A.* the aforefaid Tenements, with the Appurtenances, and thofe he hath **Rendered** to him in the fame Court; **To have and to hold** the aforefaid Tenements, with the Appurtenances, to the faid *A.* and his Affigns, from the Feaft of the Nativity of our *Lord Chrift* now next enfuing until the full End and Term of fixty-one Years from thence next enfuing and fully to be compleat and ended, **Rendering** therefore yearly during the Term aforefaid to the faid *J.* and his Heirs, the yearly Rent of Twenty Pounds of lawful Money of *Great Britain*, at the Feafts of the Nativity of *St. John the Baptift*, and the Nativity of our *Lord Chrift*, by equal Portions, to be paid during the Term aforefaid: **And** if it fhall happen that the faid yearly Rent of Twenty Pounds fhall be in Arrear and unpaid in Part or in the Whole, after any of the Feafts aforefaid, by the Space of twenty Days, that then it fhall and may be lawful for the faid *J.* and his Heirs into the Tenements aforefaid to enter and diftrain, and the Diftreffes fo there taken to lead, drive, carry away and detain, until he fhall be fully fatisfied the faid yearly Rent and all Arrearages thereof. **And further**, the faid *J.* hath **Granted**

to the said *T.* and his Heirs as well the Reversion of the aforesaid Premises, with the Appurtenances, as the aforesaid Rent of twenty Pounds thereupon reserved, and those he hath rendered to him in the same Court; **To have, hold** and perceive the aforesaid Reversion of the aforesaid Tenements, with the Appurtenances and the Rent aforesaid, to the said *T.* and his Heirs for ever.

Taken and acknowledged, &c.

A Fine from two Conusors and the Wife of one of them to two Conusees, Sur Done, with Grant and Render to one Conusor for Years, reserving Rent with a Nomine pœnæ and Distress, Remainder to the other Conusor and his Wife and the Heirs of the Husband, Remainder to the right Heirs of a Stranger.

Middlesex, to wit. **Command** *E. P. Esq; and M. his Wife, and R. B. that justly*
Ec. they perform to J. R. and T. S. the Covenant made between
them of one Messuage, Ec. And unless, &c.

And the Agreement is such, to wit, That the aforesaid *E. P.* and *M.* and *R. B.* have acknowledged the aforesaid Tenements, with the Appurtenances, to be the Right of of him the said *J.* as those which the said *J.* and *T.* have of the Gift of the aforesaid *E. M.* and *R.* and those they have remised and quit-claimed from themselves the said *E. M.* and *R.* and their Heirs to the said *J.* and *T.* and the Heirs of the said *J.* for ever. **And moreover** the said *E.* and *M.* have granted for themselves and the Heirs of the said *E.* that they will warrant to the aforesaid *J.* and *T.* and the Heirs of the said *J.* the aforesaid Tenements, with the Appurtenances, against them the said *E.* and *M.* and the Heirs of the said *E.* for ever. **And further**, the said *E.* and *M.* have granted for themselves and the Heirs of the said *M.* that they will warrant to the aforesaid *J.* and *T.* and the Heirs of the said *J.* the aforesaid Tenements, with the Appurtenances, against them the said *E.* and *M.* and the Heirs of the said *M.* for ever. **And also** that the said *R.* hath granted for himself and his Heirs that he will warrant to the said *J.* and *T.* and the Heirs of the said *J.* the aforesaid Tenements, with the Appurtenances, against him the said *R.* and his Heirs for ever. **And** for this Acknowledgment, Remise, Quit-claim, Warranty, Fine and Agreement, the said *J.* and *T.* have **Granted** to the aforesaid *R.* the Tenements aforesaid, with the Appurtenances, and those they have **Rendered** to him in the same Court; **To have and to hold** to the said *R.* from the Feast of *St. Michael* last past for the Term of one and thirty Years from thence next ensuing and fully to be compleat and ended, **Rendering** therefore yearly to the aforesaid *J.* and *T.* and the Heirs of the said *J.* Twenty Pounds of lawful Money of *Great Britain*, at the Feast of the *Annunciation* of the Blessed Virgin *Mary*, and of *St. Michael* the Archangel, by equal Portions, to be paid yearly during the Term aforesaid: **And** if it shall happen that the said Rent of Twenty Pounds, or any Part thereof, shall be in Arrear in Part or in the Whole after any of the aforesaid Feasts on which it ought to be paid as aforesaid, unpaid by the Space of forty Days, that then the aforesaid *R.* shall forfeit to the aforesaid *J.* and *T.* and the Heirs of the said *J.* Five Pounds, in the Name of a Penalty; **And** then and so often it shall be lawful to the said *J.* and *T.* and the Heirs of the said *J.* into the aforesaid Tenements, with the Appurtenances, to enter and distrain, and the Distresses so there taken and had to lead, drive, carry away and detain, until as well of the aforesaid Twenty Pounds, as of the said Five Pounds in the Name of a Penalty as aforesaid forfeited, with all Arrears (if any shall be) they shall be fully satisfied and paid. **And further**, the said *J.* and *T.* have **Granted** to the aforesaid *E.* and *M.* the aforesaid Tenements, with the Appurtenances, and the aforesaid Twenty Pounds thereupon reserved, and the aforesaid Sum of Five Pounds in the Name of a Penalty, and those they have **Rendered** to them in the same Court; **To have and to hold** to the said *E.* and *M.* and the Heirs of the Body of the said *E.* lawfully begotten; **And** for Default of such Issue, the Remainder to *W. W.* and his Heirs for ever.

Taken and acknowledged, &c.

A Fine

A Fine by three Conufors to two Conufees, with Grant and Render to one of the Conufors in Tail, and a Remainder in Tail to a Stranger, Reversion to one of the Conufors, of a Manor, Meffuages, Cottages, Dovehoufe, Gardens, Orchards, Land, Meadow, Pasture, Wood, Furze and Heath, and Rent.

Effex, to wit. **C**ommand *A. B. Esq; C. D. Esq; and E. F. Esq; that juftly, &c.* they perform to *G. H. and J. K.* the Covenant made between them of the Manor of *S.* with the Appurtenances, of fifty Meffuages, ten Cottages, one Dovehoufe, fixty Gardens, fixty Orchards, five hundred Acres of Land, four hundred Acres of Meadow, one hundred Acres of Pasture, one hundred Acres of Wood, two hundred Acres of Furze and Heath, and Ten Pounds Rent, with the Appurtenances, in *S.* **And unlefs, &c.**

And the Agreement is fuch, to wit, That the aforefaid *A. C.* and *E.* have acknowledged the aforefaid Manor, Tenements and Rent, with the Appurtenances, to be the Right of the faid *G.* as thofe which the faid *G.* and *J.* have of the Gift of the faid *A. C.* and *E.* and thofe they have remifed and quit-claimed from themfelves the faid *A. C.* and *E.* and their Heirs to the faid *G.* and *J.* and the Heirs of the faid *G.* for ever. **And moreover** the faid *A.* has granted for himfelf and his Heirs, that he will warrant to the aforefaid *G.* and *J.* and the Heirs of the faid *G.* the aforefaid Manor, Tenements and Rent, with the Appurtenances, againft all Men for ever. **And further,** the faid *C.* has granted for himfelf and his Heirs, that he will warrant to the aforefaid *G.* and *J.* and the Heirs of the faid *G.* the aforefaid Manor, Tenements and Rent, with the Appurtenances, againft all Men for ever. **And alfo** the aforefaid *E.* has granted for himfelf and his Heirs, that he will warrant to the aforefaid *G.* and *J.* and the Heirs of the faid *G.* the aforefaid Manor, Tenements and Rent, with the Appurtenances, againft all Men for ever. **And for this Acknowledgment, Remife, Quit-claim, Warranty, Fine and Agreement,** the faid *G.* and *J.* have granted to the aforefaid *E.* the aforefaid Manor, Tenements and Rent, with the Appurtenances, and thofe they have rendered to him in the fame Court; **To have and to hold** to the faid *E.* and the Heirs Male of his Body lawfully begotten; **And** if it fhall happen that the faid *E.* fhall die without Heirs Male of his Body lawfully begotten, then after the Deceafe of the faid *E.* the aforefaid Manor, Tenements and Rent, with the Appurtenances, fhall entirely remain to *M. F.* Brother of the faid *E.* and the Heirs Male of the Body of the faid *M.* lawfully begotten; **And** if it fhall happen that the faid *M.* fhall die without Heirs Male of his Body lawfully begotten, then after the Deceafe of the faid *M.* the aforefaid Manor, Tenements and Rent, with the Appurtenances, fhall entirely revert to the aforefaid *G.* and *J.* and the Heirs of the faid *G.* for ever, quit of all other Heirs of the faid *E.* and *M.*

Taken and acknowledged, &c.

From three to two, with a Grant and Render of Rent, with Forfeiture Nomine poenæ and a Diftrefs to the fecond Conufor in Tail, Remainder to the firft in Tail, Remainder to the right Heirs of the fecond in Fee, and a Grant and Render of Lands to the third Conufor in Fee, of Manors, Meffuages, Gardens, Orchards, Land, Pasture and Rent.

Kent, to wit. **C**ommand *A. B. Esq; C. D. Esq; and E. F. Gent.* that juftly, &c. they perform to *G. H. Esq; and J. K.* the Covenant made between them of the Manors of *L.* and *M.* with the Appurtenances, and of fix Meffuages, fix Gardens, fix Orchards, two hundred Acres of Land, and four hundred Acres of Pasture, and of the Rent of two hundred Marks, with the Appurtenances, in *L.* and *M.* **And unlefs, &c.**

And the Agreement is fuch, to wit, That the aforefaid *A. C.* and *E.* have acknowledged the aforefaid Manors, Tenements and Rent, with the Appurtenances, to be the Right of him the aforefaid *G.* as thofe which the faid *G.* and *J.* have of the aforefaid *A. C.* and *E.* and thofe they have remifed and quit-claimed from themfelves the faid *A. C.* and *E.* and their Heirs to the aforefaid *G.* and *J.* and the Heirs of the faid *G.* for ever. **And moreover** the aforefaid *A.* has granted for himfelf and his Heirs, that he will warrant to the aforefaid *G.* and *J.* and the Heirs of the faid *G.* the aforefaid Manors, Tenements and Rent, with the Appurtenances, againft him the aforefaid *A.* and his Heirs, for ever. **And further,** the aforefaid *C.* hath granted for himfelf and his Heirs, that he will warrant to the aforefaid *G.* and

1. Warranty.

2. Warranty.

- and *J.* and the Heirs of the said *G.* the aforesaid Manors, Tenements and Rents, with the Appurtenances, against himself the said *C.* and his Heirs for ever. **And also** the aforesaid *E.* hath granted for himself and his Heirs, that he will warrant to the aforesaid *G.* and *J.* and the Heirs of the said *G.* the aforesaid Manors, Tenements and Rents, with the Appurtenances, against himself the said *E.* and his Heirs for ever. **And** for this Acknowledgment, Remise, Quit-claim, Warranty, Fine and Agreement, the aforesaid *G.* and *J.* have granted to the aforesaid *C.* a certain yearly Rent of two hundred Pounds of lawful Money of *Great Britain*, issuing out of and from the aforesaid Manors and Tenements, with the Appurtenances, and the same they have rendered to him in the said Court; **To hold** and receive the said yearly Rent of two hundred Pounds to the said *G.* and the Heirs of his Body lawfully begotten, at the Feasts of *St. Michael* the Archangel, and the *Annunciation* of the Blessed Virgin *Mary*, by equal Portions yearly, to be paid at the South Gate of the *Royal Exchange* in *London*, if demanded: **And** if it shall happen that the said yearly Rent of two Hundred Pounds, or any Part thereof, shall be in Arrear in Part or in the Whole after any of the said Feasts on which it ought to be paid as aforesaid, unpaid by the Space of one Month, if demanded at the South Gate of the *Royal Exchange* in *London*, that then and so often the said *G.* and *J.* and the Heirs of the said *G.* shall forfeit to the said *C.* and the Heirs of his Body lawfully begotten, Six Pounds Thirteen Shillings and Four-pence, by the Name of a Penalty, for every Month in which the said yearly Rent of two hundred Pounds, or any Part thereof, shall happen to be in Arrear; **And** that then and so often it shall be lawful for the said *C.* and the Heirs of his Body lawfully begotten, into the aforesaid Manor and Tenements, with the Appurtenances, to enter and distrain, and the Distresses so there had and taken lawfully to lead, drive, carry away and to keep, until they shall be fully satisfied and paid, as well the said yearly Rent of two hundred Pounds, as the aforesaid Six Pounds Thirteen Shillings and Four-pence, forfeited as aforesaid by the Name of a Penalty, with all Arrearages of them, if any shall be. **Also** the aforesaid *G.* and *J.* have granted to the aforesaid *A.* a certain yearly Rent of two hundred Pounds of lawful Money of *Great Britain*, issuing out of and from the aforesaid Manors and Tenements, with the Appurtenances; and the same they have rendered to him in the same Court. **To hold** and receive the aforesaid yearly Rent of two hundred Pounds, after the Decease of the said *C.* without Heirs of his Body lawfully begotten, at the Feasts of *St. Michael* the Archangel and the *Annunciation* of the Blessed Virgin *Mary*, by equal Portions yearly, to be paid at the South Gate of the *Royal Exchange* in *London*, if demanded; the first Payment to begin and be made at such of the said Feasts as shall happen next after the Death of the said *C.* without Heirs of his Body lawfully begotten: **And** if it shall happen that the said yearly Rent of two hundred Pounds, after the Death of the aforesaid *C.* without Heirs of his Body lawfully begotten, shall be in Arrear in Part or in the Whole, after any of the said Feasts on which it ought to be paid as aforesaid, unpaid by the space of one Month, if demanded, at the South Gate of the *Royal Exchange* in *London*, that then and so often the aforesaid *G.* and *J.* and the Heirs of the said *G.* after the Death of the said *C.* without Heirs of his Body lawfully begotten, shall forfeit to the said *A.* and the Heirs of his Body lawfully begotten, Six Pounds Thirteen Shillings and Four-pence, by the Name of a Penalty, for every Month in which the said yearly Rent of two hundred Pounds, or any Part thereof, shall happen to be in Arrear; **And** that then and so often it shall be lawful for the aforesaid *A.* and the Heirs of his Body lawfully begotten, after the Death of the said *C.* without Heirs of his Body lawfully begotten, into the said Manors and Tenements, with the Appurtenances, to enter and distrain, and the Distresses so there had and taken lawfully to lead, drive, carry away and keep, until they shall be fully paid and satisfied, as well the said yearly Rent of two hundred Pounds, as the said Six Pounds Thirteen Shillings and Four-pence as aforesaid, forfeited by the Name of a Penalty, with all Arrearages of them, if any shall be. **And** if it shall happen that the aforesaid *A.* shall die without Heirs of his Body lawfully begotten, then after the Decease of the said *A.* the said yearly Rent of two hundred Pounds shall entirely remain to the right Heirs of the aforesaid *C.* for ever, to be paid yearly at the said Feasts as aforesaid: **And** if it shall happen that the said yearly Rent of two hundred Pounds, or any Part thereof, shall be in Arrear in Part or in the Whole, after any of the said Feasts on which the same ought to be paid as aforesaid, unpaid by the Space of one Month, if demanded, at the South Gate of the *Royal Exchange* in *London*, that then and so often the aforesaid *G.* and *J.* and the Heirs of the said *G.* after the Death of the aforesaid *A.* without the Heirs of his Body lawfully begotten, shall forfeit to the right Heirs of the aforesaid *C.* Six Pounds Thirteen Shillings and Four-pence, by the Name of a Penalty, for every Month in which the said yearly Rent of two hundred Pounds, or any Part thereof, shall so be in Arrear; **And** that then and so often it shall be lawful to the right Heirs of the aforesaid *C.* after the Death of the aforesaid *A.* without Heirs of his Body lawfully begotten, into the aforesaid Manors and Tenements, with the Appurtenances, to enter and distrain, and the Distresses so there taken

and had to lead, drive, carry away and to keep, until they shall be fully paid and satisfied, as well the said yearly Rent of two hundred Pounds, as the said six Pounds thirteen Shillings and Four-pence, so as aforesaid forfeited, by the Name of a Penalty, with all the Arrearages, if any shall be. **Also** the aforesaid G. and J. have granted to the aforesaid E. the aforesaid Manors, Tenements, and Rent of one hundred Marks, with the Appurtenances, and those they have rendered to him in the said Court; **To have and to hold** to the said E. and his Heirs for ever. Grant and Render of the Lands in Fee.

Taken and acknowledged, &c.

From three to two, with a Grant and Render of a Rent for Life, with a Clause of Distress, Grant and Render of the Premises in Tail, Remainder in Tail, Remainder in Fee, of a Manor, Messuages, Mills, Gardens, Orchards, Land, Meadow, Pasture, Furze and Heath, Moor, Rent, and Common of Pasture.

Northamptonshire, to wit. **Command** A. B. Widow, C. D. Esq; and E. F. Gent. that justly, &c. they perform to G. N. Esq; and J. K. Esq; the Covenant made between them of the Manors of L. with the Appurtenances, and of ten Messuages, two Mills, ten Gardens, ten Orchards, one thousand and six hundred Acres of Land, four hundred Acres of Meadow, seven hundred Acres of Pasture, one hundred Acres of Furze and Heath, one hundred Acres of Moor, twenty Pounds Rent, and Common of Pasture for all and all Manner of Cattle, with the Appurtenances, in M. **And unless, &c.**

And the Agreement is such, to wit, That the aforesaid A. C. and E. have acknowledged the aforesaid Manor, Tenements, Rent, and Common of Pasture, with the Appurtenances, to be the Right of the aforesaid G. and J. as those which the aforesaid G. and J. have of the Gift of the said A. C. and E. and those they have remised and quit-claimed from themselves the said A. C. and E. and the Heirs of the said C. to the aforesaid G. J. and the Heirs of the said G. for ever. **And moreover** the aforesaid A. hath granted for herself and her Heirs, that she will warrant to the aforesaid G. and J. and the Heirs of the said G. the aforesaid Manor, Tenements, Rent and Common of Pasture, with the Appurtenances, against her the aforesaid A. and her Heirs for ever. **And further**, the aforesaid C. hath granted for himself and his Heirs, that he will warrant to the aforesaid G. and J. and the Heirs of the said G. the aforesaid Manor, Tenements, Rent and Common of Pasture, with the Appurtenances, against him the aforesaid C. and his Heirs for ever. **And also** the aforesaid E. hath granted for himself and his Heirs, that he will warrant to the aforesaid G. and J. and the Heirs of the said G. the aforesaid Manor, Tenements, Rent and Common of Pasture, with the Appurtenances, against him the aforesaid E. and his Heirs for ever. **And for this Acknowledgment, Remise, Quit-claim, Warranty, Fine, and Agreement**, the aforesaid G. and J. have granted to the aforesaid A. a certain yearly Rent of two hundred Pounds of lawful Money of Great Britain, issuing out of and from the aforesaid Manor, Tenements, and Common of Pasture, with the Appurtenances, and the same they have rendered to her in the same Court; **To have and receive** the aforesaid yearly Rent of two hundred Pounds to the said A. and her Assigns during the Life of the said A. to be paid yearly at the Feasts of the *Annunciation* of the Blessed *Mary* and *St. Michael the Archangel*, by equal Portions; **And it** shall happen that the said yearly Rent of two hundred Pounds shall be in Arrear in Part or in the Whole after any of the said Feasts on which it ought to be paid as aforesaid, unpaid by the Space of fourteen Days, that then it shall be lawful for the aforesaid A. and her Assigns, into the aforesaid Manor, Tenements and Common of Pasture, with the Appurtenances, to enter and distrain, and the Distress so there had and taken to lead, drive, carry away and to retain, until she shall be fully paid and satisfied the said yearly Rent, and all Arrearages thereof, if any shall be. **Also** the aforesaid G. and J. have granted to the aforesaid C. the aforesaid Manor, Tenements, Rent, and Common of Pasture, with the Appurtenances, and those they have rendered to him in the same Court; **To have and to hold** to the said C. and the Heirs Male of his Body lawfully begotten; **And if it shall happen** that the aforesaid C. shall die without Heirs Male of his Body lawfully begotten, then after the Decease of the said C. the said Manor, Tenements, Rent and Common of Pasture, with the Appurtenances, shall entirely remain to the aforesaid E. and the Heirs Male of his Body lawfully begotten; **And if it shall happen** that the aforesaid E. shall die without Heirs Male of his Body lawfully begotten, then after the Decease of the aforesaid E. the aforesaid Manor, Tenements, Rent and Common of Pasture, with the Appurtenances, shall entirely remain to the right Heirs of the aforesaid A. for ever. 1. Warranty.
2. Warranty.
3. Warranty.
Grant,
and Render of the Premises in Tail, Remainder in Tail.
Remainder in Fee.

Taken and acknowledged, &c.

By one Conusor and his Wife to one Conufee and his Wife, Grant and Remainder to the Conufors in special Tail, Remainder to the Husband in general Tail, Remainder to the Wife Conusor in general Tail, Remainder in Fee to the right Heirs of the Husband, of Land, Meadow, Pasture and Wood.

Effex, to wit. **C**ommand A. B. Gent. and C. his Wife, that justly, &c. they perform to D. E. Gent. and F. his Wife, the Covenant made between them of four hundred Acres of Land, one hundred Acres of Meadow, two hundred Acres of Pasture, and twenty Acres of Wood, with the Appurtenances, in G. H. and J. **And unless, &c.**

Warranty.

Grant,
and Render to
Conufors in
special Tail.
Remainder to
the Husband
Conusor in
Tail general.
Remainder to
the Wife Co-
nusor in Tail
general.
Remainder in
Fee to the
right Heirs of
the Husband.

And the Agreement is such, to wit, That the aforesaid A. and C. have acknowledged the aforesaid Tenements, with the Appurtenances, to be the Right of the aforesaid D. as those which the said D. and F. have of the Gift of the aforesaid A. and C. and those they have remised and quit-claimed from themselves the said A. and C. and the Heirs of the said C. to the aforesaid D. and F. and the Heirs of the said D. for ever. **And moreover** the aforesaid A. and C. have granted for themselves and the Heirs of the said C. that they will warrant to the aforesaid D. and F. and the Heirs of the said D. the aforesaid Tenements, with the Appurtenances, against all Men for ever. **And** for this Acknowledgment, Remise, Quit-claim, Warranty, Fine and Agreement, the aforesaid D. and F. have granted to the aforesaid A. and C. the aforesaid Tenements, with the Appurtenances, and those they have rendered to them in the same Court; **To have and to hold** to the aforesaid A. and C. and the Heirs of the Bodies of the said A. and C. lawfully begotten: **And** if it shall happen that the said A. and C. shall die without Heirs of their Bodies lawfully begotten, then after the Deaths of the said A. and C. the aforesaid Tenements, with the Appurtenances, shall entirely remain to the Heirs of the Body of the said A. lawfully begotten for ever: **And** if the said A. shall die without Issue of his Body lawfully begotten, then the aforesaid Tenements, with the Appurtenances, shall entirely remain to the Heirs of the Body of the said C. lawfully begotten for ever: **And** if the said C. shall die without Issue of her Body lawfully begotten, then the aforesaid Tenements, with the Appurtenances, shall entirely remain to the right Heirs of the said A. for ever.

Taken and acknowledged, &c.

By one Conusor and his Wife to one Conufee, Sur Done, with Grant and Render to the Conufors for their Lives, Remainder to J. B. their Son in Tail, Remainder to the right Heirs of the Husband, of a Manor, Messuages, Mills, Dovehouses, Orchards, Lands, Pasture, Rent, and Common of Pasture.

Norfolk, to wit. **C**ommand A. B. Gent. and C. his Wife, that justly, &c. they perform to D. E. Gent. the Covenant made between them of the Manor of F. with the Appurtenances, and of twenty Messuages, two Mills, six Dovehouses, twenty Orchards, one thousand Acres of Land, and five hundred Acres of Pasture, four Pounds Rent, and Common of Pasture for all Cattle, with the Appurtenances, in F. G. and H. **And unless, &c.**

Consuance de
droit.

Consu eo, &c.

Warranty.

Grant,

and Render to
the Conufors
for their
Lives.

And the Agreement is such, to wit, That the aforesaid A. and C. his Wife have acknowledged the aforesaid Manor, Tenements, Rent and Common of Pasture, with the Appurtenances, to be the Right of the aforesaid D. as those which the said D. hath of the Gift of the aforesaid A. and C. and those they have remised and quit-claimed from themselves the said A. and C. and the Heirs of the said A. to the aforesaid D. and his Heirs for ever. **And moreover** the said A. and C. have granted for themselves and the Heirs of the said A. that they will warrant to the aforesaid D. and his Heirs the aforesaid Manor, Tenements, Rent, and Common of Pasture, with the Appurtenances, against them the said A. and C. and the Heirs of the said A. for ever. **And** for this Acknowledgment, Remise, Quit-claim, Warranty, Fine and Agreement, the aforesaid D. hath granted to the aforesaid A. and C. his Wife the aforesaid Manor, Tenements, Rent and Common of Pasture, with the Appurtenances, and those he has rendered to them in the same Court; **To have and to hold** to the aforesaid A. and C. from the Feast of St. Michael the Archangel last past, for and during the Lives of the said A. and C. and the Life of the longer Liver of them, without Impeachment of Waste; rendering therefore yearly to the aforesaid D. and his Heirs one Pepper Corn, at the Feast aforesaid, to be paid yearly during the Lives

Lives of the said *A.* and *C.* and the Life of the longer Liver of them, if demanded : And after the Deaths of the aforesaid *A.* and *C.* the aforesaid Manor, Tenements, Rents and Common of Pasture, with the Appurtenances, shall entirely remain to *J. B.* Son of the said *A.* and the Heirs of the Body of the aforesaid *J.* begotten for ever ; And if the said *J.* shall die without Issue of his Body lawfully begotten, then the aforesaid Manor, Tenements, Rent and Common of Pasture, with the Appurtenances, shall remain to the right Heirs of the aforesaid *A.* for ever.

Remainder in Tail to the Son of the Husband. Remainder in Fee to the right Heirs of the Husband.

Taken and acknowledged, &c.

A Fine Sur Conuſance de droit tantum, paſſing a Reverſion.

Essex, to wit. **Command** *E. S.* that juſtly, &c. he perform to *C. R.* the Covenant made between them of one Meſſuage, one Stable, and one Garden, with the Appurtenances in *C.* And unleſs, &c.

And the Agreement is ſuch, to wit, That the aforesaid *E.* hath acknowledged the aforesaid Tenements, with the Appurtenances, to be the Right of the ſaid *C.* And he hath granted for himſelf and his Heirs, that the aforesaid Tenements, with the Appurtenances, which *W. R.* and *A.* his Wife hold for the Term of Life of the ſaid *A.* of the Inheritance of the ſaid *E.* on the Day on which this Agreement was made, and which after the Deceafe of him the ſaid *A.* ought to revert to the ſaid *E.* and his Heirs, ſhall after the Deceafe of the ſaid *A.* entirely remain to the ſaid *C.* and his Heirs for ever. And the aforesaid *E.* hath granted for himſelf and his Heirs, that he will warrant to the ſaid *C.* and his Heirs the aforesaid Tenements, with the Appurtenances, in ſuch Manner as is aforesaid, againſt him the ſaid *E.* and his Heirs for ever. And for this, &c.

Taken and acknowledged, &c.

III. Fines Sur Conceſſit.

By one Conuſor and his Wife to one Conuſee, Sur Conceſſit, for a Term of Years, reſerving Rent.

Essex, to wit. **Command** *C. H.* and *E.* his Wife, that juſtly, &c. they perform to *A. R.* the Covenant made between them of one Meſſuage, twenty Acres of Land, and ten Acres of Meadow, with the Appurtenances, in *C.* And unleſs, &c.

And the Agreement is ſuch, to wit, That the aforesaid *C. H.* and *E.* have Granted to the aforesaid *A.* the aforesaid Tenements, with the Appurtenances, To have and to hold to him the ſaid *A.* from the Feaſt of the Annunciation of the Bleſſed Virgin *Mary* laſt paſt until the full End and Term of 21 Years, from thence next enſuing and fully to be compleat ; Yielding and paying therefore yearly to the aforesaid *C.* and *E.* and the Heirs of the ſaid *C.* one Pepper Corn at the Feaſt aforeſaid, during the Term aforeſaid, if it be demanded, and two fat Capons at the Feaſt of Eaſter yearly during the Term aforeſaid. And the aforesaid *C.* and *E.* have granted for themſelves and the Heirs of the ſaid *C.* that they will warrant to the aforesaid *A.* the Tenements aforeſaid, with the Appurtenances, againſt them the ſaid *C.* and *E.* and the Heirs of the ſaid *C.* during the Term aforeſaid. And for this, &c.

Taken and acknowledged, &c.

From one Conuſor to one Conuſee, Sur Conceſſit, for a Term of Years, reſerving Rent, with a Clause of Diſtreſs.

Yorkſhire, to wit. **Command** *F. T.* that juſtly, &c. he perform to *J. H.* the Covenant made between them of, &c. (naming the Parcels). And unleſs, &c.

And the Agreement is ſuch, to wit, That the aforesaid *F.* hath Granted to the aforesaid *J.* the aforesaid Tenements, with the Appurtenances, To have and to hold the aforesaid Tenements, with the Appurtenances, to the ſaid *J.* and his Aſſigns, from the Feaſt of the Birth of our Lord *Chriſt* laſt paſt, for and until the full End and Term of ſixty-one Years, from thence

Warranty.

thence next ensuing and fully to be compleat and ended; **Yielding** and paying therefore yearly during the Term aforesaid, to the said *F.* and his Heirs, thirty Pounds of lawful Money of *Great Britain*, to be paid at the Feast of the Nativity of *St. John the Baptist*, and at the Birth of our *Lord Christ*, by even and equal Portions: **And** if it happens that the said Rent shall be in Arrear in Part or in the Whole unpaid after any of the said Feasts, then it shall be lawful for the aforesaid *F.* and his Heirs into the aforesaid Tenements, with the Appurtenances, to enter and distrain, and the Distresses there taken to lead, drive and carry away, and to their own Use to retain, until they shall be fully satisfied and paid the said Rent, and the Arrearages thereof. **And moreover** the aforesaid *F.* hath granted for himself and his Heirs, that he will warrant to the aforesaid *J.* and his Assigns the aforesaid Tenements, with the Appurtenances, against him the said *F.* and his Heirs during the whole Term aforesaid. **And for this, &c.**

Taken and acknowledged, &c.

Q. Whether this Lease will bar the Issue in Tail. *Vide Plowden 455. Brook of Fines 116, 118.*

A Fine from one Conusor and his Wife to one Conussee, Sur Concessit, being a Lease for ninety-nine Years sans Waste, at a Pepper Corn Rent, of Land, Meadow and Pasture,

Cambridgeshire, to wit. **Command** *J. H.* and *E.* his Wife, that justly, &c. thy perform to *T. C.* the Covenant made between them of twenty Acres of Land, ten Acres of Meadow, and fifteen Acres of Pasture, with the Appurtenances in *S.* **And unless, &c.**

Warranty against the Heirs of the Husband.

And the Agreement is such, to wit, That the aforesaid *J.* and *E.* have **Granted** to the aforesaid *T.* the aforesaid Tenements, with the Appurtenances, **To have and to hold** the aforesaid Tenements, with the Appurtenances, to the aforesaid *T.* from the Feast of the Nativity of *St. John the Baptist* last past unto the End of the Term of ninety and nine Years from thence next ensuing and fully to be compleat and ended, without Impeachment of any Waste, **Rendering** therefore yearly to the aforesaid *J.* and *E.* and the Heirs of the said *J.* one Pepper Corn, at the Feast of the Nativity of *St. John the Baptist*, if demanded. **And** the aforesaid *J.* and *E.* and the Heirs of the said *J.* will warrant to the aforesaid *T.* the aforesaid Tenements, with the Appurtenances, so as is aforesaid, against the said *J.* and *E.* and the Heirs of the said *J.* during the whole Term aforesaid. **And for this, &c.**

Taken and acknowledged, &c.

From one Conusor and his Wife to one Conussee, Sur Concessit, for ninety-nine Years, reserving Rent, of Mills, Land, Meadow, Pasture and Tythes, &c.

Bucks, to wit. **Command** *W. W.* and *T.* his Wife, that justly, &c. they perform to *R. C.* Gent. the Covenant made between them of two Mills, one hundred and sixty Acres of Land, sixty Acres of Meadow, and fifty Acres of Pasture, with the Appurtenances, in *A.* otherwise *A. L.* and of all Tythes of Grain issuing out of the Tenements aforesaid, with the Appurtenances, as also of all the Tythes of Wool and Lambs of and from three hundred Sheep, to be fed upon the Lands of the Manor of *A.* otherwise *A. L.* **And unless, &c.**

Warranty.

And the Agreement is such, to wit, That the aforesaid *W.* and *T.* have **Granted** the Tenements, with the Appurtenances and Tythes aforesaid, to the aforesaid *R.* **To have and to hold** to the said *R.* from the 25th Day of *March* last past until the End and Term of ninety-nine Years from thence next ensuing and fully to be compleat and ended; **Rendering** therefore yearly to the said *W.* and his Heirs twenty Pounds of lawful Money of *Great Britain*, at the Feast of *St. Michael* the Archangel and the *Annunciation* of the Blessed Virgin *Mary*, to be paid by equal Portions yearly during the Term aforesaid. **And** the aforesaid *W.* and *T.* and the Heirs of the said *W.* will warrant to the aforesaid *R.* the Tenements aforesaid, with the Appurtenances and Tythes, (so as is before said) against them the said *W.* and *T.* and the Heirs of the said *W.* and against all others claiming by the said *W.* during the Term aforesaid. **And for this, &c.**

Taken and acknowledged, &c.

By

By one Conusor to one Conusee, Sur Concessit, of an Advowson to present to the Vacancy only.

Kent, to wit. Command A. B. Esq; that justly, &c. he perform to C. D. Clerk, the Covenant made between them of the Advowson of the Church of E. And unless, &c.

And the Agreement is such, to wit, That the aforesaid A. B. has Granted to the aforesaid C. D. the aforesaid Advowson, To have and to hold the said Advowson to the aforesaid C. D. to present to the said Church, when it shall be next vacant, for one and the next Vacancy only. And the aforesaid A. B. and his Heirs will warrant to the aforesaid C. D. the aforesaid Advowson (so as before said) against the said A. B. and his Heirs. And for this, &c.

Taken and acknowledged, &c.

By one Conusor and his Wife to one Conusee, Sur Concessit, for Life of the Wife, rendering Rent.

Hertfordshire, to wit. Command A. B. and C. his Wife, that justly &c. they perform to D. E. the Covenant made between them of one Messuage and thirty Acres of Land, with the Appurtenances, in F. And unless, &c.

And the Agreement is such, to wit, That the aforesaid A. and C. have Granted to the aforesaid D. the aforesaid Tenements, with the Appurtenances, To have and to hold to the aforesaid D. from the Feast of St. Michael the Archangel last past during the Life of the said C. Rendering therefore yearly to the aforesaid A. and C. thirty Pounds of lawful Money of Great Britain, to be paid at the Feasts of the Nativity of our Lord Christ, the Annunciation of the Blessed Virgin Mary, the Nativity of St. John the Baptist, and St. Michael the Archangel, by equal Portions yearly during the Life of the said C. And the aforesaid A. and C. will warrant to the aforesaid D. the aforesaid Tenements, with the Appurtenances, (so as before said) against the aforesaid A. and C. during the Life of the said C. And for this, &c.

Taken and acknowledged, &c.

By one Conusor to one Conusee, Sur Concessit, for eighty Years, if the Conusor's Wife shall so long live, at a Pepper Corn Rent.

And the Agreement is such, to wit, That the aforesaid A. has Granted to the aforesaid C. and E. the aforesaid Park and Tenements, with the Appurtenances and Tythes, (except as before excepted) To have and to hold to the aforesaid C. and E. from the Feast of St. Michael the Archangel last past until the End of the Term of eighty Years from thence next ensuing and fully to be compleat and ended, if G. F. Wife of the aforesaid A. F. shall so long live; Rendering therefore yearly to the said A. and his Heirs one Pepper Corn, at the Feast aforesaid, to be paid at the Feast aforesaid on Demand, during the whole Term aforesaid, if the said E. shall so long live. And the aforesaid A. and his Heirs will warrant to the aforesaid C. and E. the aforesaid Park, Tenements and Tythes, (so as aforesaid) against the said A. and his Heirs, during the whole Term aforesaid, if the said F. shall so long live. And for this, &c.

Taken and acknowledged, &c.

By one Conusor and his Wife to one Conusee, Sur Concessit, for Life of the Wife, reciting the Estate of the Wife to be for Life.

Northamptonshire, to wit. Command A. B. and C. his Wife, that justly, &c. they perform to D. E. and F. G. the Covenant made between them of (naming the Parcels) with the Appurtenances, in H. And unless, &c.

And the Agreement is such, to wit, That whereas the aforesaid A. and C. have and hold to them for Term of the Life of the said C. the aforesaid Manors, Tenements and Liberty,

Warranty. with the Appurtenances, the Reversion thereof after the Death of the said C. belonging to J. K. Esq; and his Heirs, the said A. and C. have granted to the aforesaid D. and F. and the Heirs of the said D. the aforesaid Manors, Tenements and Liberty, with the Appurtenances and all and whatsoever the aforesaid A. and C. have in the aforesaid Manors, Tenements and Liberty, with the Appurtenances, for the Term of the Life of the said C. to the aforesaid D. and F. and the Heirs of the said D. during the Life of the said C. And the aforesaid A. and C. will warrant to the aforesaid D. and F. and the Heirs of the said D. the aforesaid Manors, Tenements and Liberty, with the Appurtenances, (so as before said) against the said A. and C. during the Life of the said C. And for this, &c.

Taken and acknowledged, &c.

By one Conusor and his Wife to two Conusees, Sur Concessit, for a Term of Years, rendering Rent, to commence after the Deaths of two Men and their Wives.

Lincolnshire, to wit. **Command** A. B. and C. his Wife, that justly, &c. they perform to D. E. and F. G. the Covenant made between them of two Messuages, thirty Acres of Land, ten Acres of Meadow, and fifteen Acres of Pasture, with the Appurtenances, in H. And unless, &c.

Concessit. And the Agreement is such, to wit, That the aforesaid A. and C. have Granted to the aforesaid D. and F. the aforesaid Tenements, with the Appurtenances, To have and to hold to the said D. and F. for the Term of forty Years after the Deaths of J. K. and L. his Wife, and M. N. and O. his Wife, next ensuing and fully to be compleat; Rendering therefore yearly to the said A. and his Heirs twenty Pounds of lawful Money of Great Britain, at the Feasts of the Nativity of St. John the Baptist, St. Michael the Archangel, the Birth of our Lord Christ, and the Annunciation of the Blessed Virgin Mary, by equal Portions, to be paid yearly during the Term aforesaid: And the aforesaid A. and C. and the Heirs of the said A. will warrant to the aforesaid D. and F. the aforesaid Tenements, with the Appurtenances, (so as aforesaid) against all Men during the Term aforesaid. And for this, &c.

Render of Rent.

Warranty.

Taken and acknowledged, &c.

By one Conusor and his Wife to one Conusee, Sur Concessit, for five hundred Years sans Waste, at a Pepper Corn Rent, of Messuages, Land, Pasture, and Common of Pasture.

Leicestershire, to wit. **Command** A. B. and C. his Wife, that justly, &c. they perform to D. E. the Covenant made between them of two Messuages, twenty Acres of Land, eighteen Acres of Pasture, and Common of Pasture for all Cattle, with the Appurtenances, in F. And unless, &c.

Concessit. And the Agreement is such, to wit, That the aforesaid A. and C. have Granted to the aforesaid D. the aforesaid Tenements and Common of Pasture, with the Appurtenances, To have and to hold to the aforesaid D. from the Feast of the Nativity of our Lord last past until the End and Term of five hundred Years, from thence next ensuing and fully to be compleat, without Impeachment of Waste; Rendering therefore yearly to the aforesaid A. and C. and the Heirs of the said A. one Pepper Corn, at the Feast of St. Michael the Archangel, to be paid yearly during the said Term if demanded. And the aforesaid A. and C. and the Heirs of the said A. will warrant to the aforesaid D. the aforesaid Tenements and Common of Pasture, with the Appurtenances, (so as aforesaid) against the said A. and C. and the Heirs of the said A. during the Term aforesaid, And for this, &c.

Render of Rent.

Warranty.

Taken and acknowledged, &c.

By four Conusors and their Wives to four Conusees, Sur Concessit, for one thousand Years, at a Pepper Corn Rent, of a Manor, Messuages, Tofts, Cottages, Wind-mills, Barns, Stables, Gardens, Orchards, Land, Pasture, Wood, Furze and Heath, free Warren, free Fishery, View of Frankpledge, Rectory, Tithes, Oblations and Obventions.

Yorkshire, to wit. **Command** A. B. and C. his Wife, D. E. and F. his Wife, G. H. and J. his Wife, that justly, &c. they perform to N. O. P. Q. R. S.

R. S. and T. V. the Covenant made between them of the Manor of W. with the Appurtenances, and of thirty Messuages, fifteen Tofts, twenty Cottages, two Wind-mills, ten Barns, ten Stables, fifteen Gardens, fifteen Orchards, one thousand Acres of Land, three hundred Acres of Pasture, one hundred Acres of Wood, thirty Acres of Furze and Heath, free Warren, free Fishery, and View of Frankpledge, with the Appurtenances, and also of the Rectory of the Church of J. with the Appurtenances, and also of all and all Manner of Tythes, Oblations and Obventions whatsoever coming, growing or renewing in L. R. and O. **And unless, &c.**

And the Agreement is such, to wit, That the aforesaid A. and C. D. and F. G. and J. and K. and M. have **Granted** to the aforesaid N. P. R. and T. the aforesaid Manor, *Concessit.* Tenements, free Warren, free Fishery, View of Frankpledge and Rectory, with the Appurtenances, and the Tythes, Oblations and Obventions aforesaid; **To have and to hold** *Habendum.* to the said N. P. R. and T. from the Feast of St. Michael the Archangel last past until the End of the Term of one thousand Years from thence next ensuing and fully to be compleat; **Rendering** therefore yearly to the aforesaid A. and C. D. and F. G. and J. and K. and M. and their Heirs, one Pepper Corn at the Feast aforesaid, to be paid yearly *Render of* during the Term aforesaid, if demanded. **And** the aforesaid A. and C. and the Heirs of the said C. will warrant to the aforesaid N. P. R. and T. the aforesaid Manor, Tenements, free Warren, free Fishery, View of Frankpledge and Rectory, with the Appurtenances, and the Tythes, Oblations and Obventions aforesaid, so as aforesaid, against all Men, during the Term aforesaid. *1. Warranty by first Conusor and his Wife.* **And** the aforesaid D. and F. and the Heirs of the said F. will warrant to the aforesaid N. P. R. and T. the aforesaid Manor, Tenements, free Warren, free Fishery, View of Frankpledge and Rectory, with the Appurtenances, and the Tythes, Oblations and Obventions aforesaid, so as aforesaid, against all Men, during the Term aforesaid. *2. Warranty by second Conusor and his Wife.* **And** the aforesaid G. and J. and K. and M. will warrant to the aforesaid N. P. R. and T. the aforesaid Manor, Tenements, free Warren, free Fishery, View of Frankpledge and Rectory, with the Appurtenances, and the Tythes, Oblations and Obventions aforesaid, so as aforesaid, against all Men, during the Term aforesaid. *3. Warranty by two last Conusors and their Wives jointly.* **And for this, &c.**

Taken and acknowledged, &c.

By one Conusor and his Wife to two Conusees, Sur Concessit for their Lives successively, of a Moiety of Messuages, Tofts, Gardens and Orchards.

Shropshire, to wit. **Command** A. B. and C. his Wife, that justly, &c. they perform to D. E. and F. G. the Covenant made between them of the Moiety of twenty Messuages, eight Tofts, ten Gardens, and ten Orchards, with the Appurtenances, in the Town of Shrewsbury. **And unless, &c.**

And the Agreement is such, to wit, That the aforesaid A. and C. have **Granted** to the aforesaid D. and F. the aforesaid Moiety; **To have and to hold** *Concessit.* to the aforesaid D. *Habendum.* and F. and to each of them successively, from the Feast of the Annunciation of the Blessed Virgin last past to the full End and Term of the Lives of the said D. and F. and the Life of the longest Liver of them, without Impeachment of Waste; **Rendering** therefore yearly *Render of* by the said D. and F. and the longest Liver of them, to the said A. and C. and the Heirs of the said C. one Pepper Corn, at the Feast aforesaid, to be paid yearly during the Lives of the said D. and F. and the Life of the longest Liver of them, if demanded. *Warranty.* **And** the aforesaid A. and C. and the Heirs of the said C. will warrant to the aforesaid D. and F. the aforesaid Moiety, so as aforesaid, against the said A. and C. and the Heirs of the said C. during the Lives of the said D. and F. and the Life of the longest Liver of them. **And for this, &c.**

Taken and acknowledged, &c.

IV. Fine Sur Conusance de Droit, with Release.

From one Conusor to one Conusee, of a Rectory.

Suffex, to wit. **Command** A. B. that justly, &c. he perform to C. D. the Covenant made between them of the Rectory of E. with the Appurtenances. **And unless, &c.**

And

Warranty. And the Agreement is such, to wit, That the aforesaid *A.* has acknowledged the aforesaid Rectory, with the Appurtenances, to be the Right of him the said *C.* And the same he hath remised and quit-claimed from himself and his Heirs to the aforesaid *C.* and his Assigns during the Life of the said *C.* And moreover the said *A.* has granted for himself and his Heirs, that he will warrant to the aforesaid *C.* the aforesaid Rectory, with the Appurtenances, against the said *A.* and his Heirs, during the Life of the said *C.* And for this, &c.

Taken and acknowledged, &c.

V. Fines Sur Conuſance de Droit & Conceſſit.

From one Conuſor and his Wife to one Conuſee, paſſing a Remainder in Fee.

Cumberland, to wit. **C**ommand *A. B.* Gent. and *C.* his Wife, that juſtly, &c. they perform to *D. E.* Gent. the Covenant made between them of one Meſſuage, two Cotrages, eighty Acres of Land, twenty Acres of Meadow, and thirty Acres of Paſture, five Acres of Wood and Common of Paſture, with the Appurtenances in *F.* And unleſs, &c.

Warranty. And the Agreement is ſuch, to wit, That the aforesaid *A.* and *C.* have acknowledged the aforesaid Tenements and Common of Paſture with the Appurtenances, to be the Right of the ſaid *D.* And they have Granted for themſelves and the Heirs of the ſaid *A.* that the aforesaid Tenements and Common of Paſture, with the Appurtenances, which *G. B.* Widow, holds for the Term of the Life of the ſaid *G.* of the Inheritance, upon the Day on which this Agreement was made, and which after the Death of the ſaid *G.* ought to revert to the ſaid *A.* and his Heirs, after the Death of the ſaid *G.* ſhall entirely remain to the ſaid *D.* and his Heirs, To hold of the Chief Lords of the Fee for ever, by the Services which belong to the aforesaid Tenements and Common of Paſture, with the Appurtenances. And the aforesaid *A.* and *C.* and the Heirs of the ſaid *A.* will warrant to the aforesaid *D.* and his Heirs, the aforesaid Tenements and Common of Paſture, with the Appurtenances, ſo as is before ſaid, againſt the ſaid *A.* and *C.* and the Heirs of the ſaid *A.* for ever. And for this, &c.

Taken and acknowledged, &c.

From one Conuſor and his Wife, Tenant in Dower, to one Conuſee, Tenant in Reverſion.

Cornwall, to wit. **C**ommand *A. B.* and *C.* his Wife, that juſtly, &c. they perform to *D. E.* the Covenant made between them of one Meſſuage, and forty Acres of Land, with the Appurtenances, in *F.* And unleſs, &c.

Warranty. And the Agreement is ſuch, to wit, That the ſaid *A.* and *C.* have acknowledged the aforesaid Tenements, with the Appurtenances, to be the Right of the ſaid *D.* And have Granted that the aforesaid Tenements, with the Appurtenances, which the ſaid *A.* and *C.* upon the Day on which this Agreement is made, hold for the Term of the Life of the ſaid *C.* by the Endowment of *G. E.* her late Huſband, deceased, Father of the ſaid *D. E.* and which after the Death of the ſaid *C.* ought to revert to the ſaid *D.* and his Heirs, ſhall entirely remain to the ſaid *D.* and his Heirs, during the Life of the ſaid *C.* To hold of the Chief Lords of the Fee for ever, by the Services which belong to the aforesaid Tenements. And the aforesaid *A.* and *C.* and the Heirs of the ſaid *C.* will warrant to the aforesaid *D.* the aforesaid Tenements, with the Appurtenances, ſo as is before ſaid, againſt the ſaid *A.* and *C.* and the Heirs of the ſaid *A.* during the Life of the ſaid *C.* And for this, &c.

Taken and acknowledged, &c.

From one Conuſor, Tenant by the Curteſy, to one Conuſee, the Tenant in Reverſion.

Devon, to wit. **C**ommand *A. B.* that juſtly, &c. he perform to *C. D.* the Covenant made between them of one Meſſuage, one hundred Acres of Land, thirty Acres of Meadow, and one hundred and fifty Acres of Paſture, with the Appurtenances, in *E.* And unleſs, &c.

And

And the Agreement is such, to wit, That the aforesaid *A.* has acknowledged the afore- Warranty.
said Tenements, with the Appurtenances, to be the Right of the said *C.* And has Granted
that the aforesaid Tenements, with the Appurtenances, which the said *A.* upon the Day on
which this Agreement is made, holds by the Courtesy of *England* for the Term of the Life
of the said *A.* of the Inheritance of *F.* late Wife of the said *A.* and which after the Death
of the said *A.* ought to revert to the said *C.* (as Cousin and Heir of the said *F.*) and his
Heirs, shall entirely remain to the said *C.* and his Heirs during the Life of the said *A.*
And the said *A.* and his Heirs will warrant to the said *C.* the aforesaid Tenements, with the
Appurtenances, so as is before said, against the said *A.* and his Heirs during the Life of the
said *A.* And for this, &c.

Taken and acknowledged, &c.

Grants.

A Grant of Reversion.

THIS Indenture, made, &c. Between *J. F. &c.* of the one Part, and *R. C.* of,
&c. of the other Part Witnesseth, That the said *J. F.* for and in Consideration of the
Sum of, &c. hath granted, bargained and sold, and by these Presents Doth fully,
clearly and absolutely grant, bargain and sell unto the said *R. C.* his Heirs and Assigns for
ever, All that his Right, Title, Use, Interest, Reversion, and Remainder, of and in all and
singular, &c. now or late in the Tenure or Occupation of, &c. which said Messuage and
other the Premises with the Appurtenances *J. F.* hath, should or ought to have, by and
after the Decease of *A. B.* Brother of the said *J. F.* which said Messuages, &c. *R. B.* Father of
the said *A. B.* deceased, by his last Will and Testament, devised, willed and bequeathed unto
the said *A. B.* for and during the natural Life of the said *A. B.* and the immediate Reversion
or Remainder thereof, to the said *J. F.* and his Heirs for ever, together with all Deeds, Evi-
dences, Charters, Rescripts, Writings and Muniments, which he the said *J. F.* or any other
to his Use, or by his Consent or Delivery, have or hath, touching or concerning the said
Messuage, &c. or any Part thereof: All and singular which said Deeds, Evidences, Char-
ters, &c. the said *J. F.* hath already delivered unto the said *R. C.* at and before the Ensealing
and Delivery of these Presents; To have and to hold the said Reversion and Remainder,
and all Estate, Right, Title, Interest, &c. of the said *J. F.* of, in and to the said Messuage,
&c. before by these Presents granted, bargained and sold, or meant, mentioned or intended
to be hereby granted, bargained and sold, and every Part thereof, immediately from and after
the Decease of the said *A. B.* unto the said *R. C.* his Heirs and Assigns for ever; And the
said *J. F.* for himself, &c. doth covenant, &c. That the said *J. F.* at the Day of the Date
of these Presents, is lawfully seised of and in the Reversion and Remainder of the said Messuage,
&c. immediately from and after the Decease of the said *A. B.* of a true and perfect Estate of
Inheritance in the Law in Fee to his own Use, without any Manner of Condition, Mortgage
or Redemption: And further, that the said Reversion or Remainder of the said Messuage,
&c. from, by and after the Decease of the said *A. B.* and at the Day of the Date hereof, are
and be, and so at all Times from henceforth shall be and continue, free, clear and clearly
acquitted, exonerated and discharged and saved harmless by the said *J. F.* his Heirs, Execu-
tors and Administrators, of and from all and every former and other Bargains, Sales, Gifts,
Grants, Leases, Statutes Merchant and of the Staple, Recognizances, Jointures, Dowers,
Wills and Rents, and of and from all and all Manner of Incumbrance or Demand whatso-
ever, had, made, committed or done by him the said *J. F.* or any other Person or Persons, by
his Authority and Procurement. In Witness whereof.

A short Grant of an Annuity by Deed-Poll.

To all Christian People to whom these Presents shall come, *A. B.* of *G.* in the County of
S. Esq; sendeth Greeting. Know ye, that the said *A. B.* for divers good Causes and Consideration.
Considerations him hereunto moving, hath given, granted and confirmed, and by these
Presents Doth give, grant and confirm unto *E. T.* and *G.* of, &c. One Annuity or annual Grant.
Rent of Five Pounds of lawful Money of Great Britain, to be well and truly paid unto the
said *E. T.* and his Assigns, from and immediately after the Decease of the said *A. B.* out of
all and singular that and those the Messuages, Lands and Tenements, with their and every
of their several and respective Appurtenances, situate, lying and being in *P.* late in the Pos-
session

Habendum for 60 Years, if Grantee so long lives. session of *L. M.* called or known by the Name of *H. Tenement*; **To have and to hold**, receive, perceive and take the said Annuity or annual Rent of *5 l.* by the Year to him the said *E. T.* and his Assigns, from and immediately after the Death of the said *A. B.* for and during the Term of sixty Years, if the said *E. T.* shall so long live, the same to be had, taken, received and paid by and to him the said *E. T.* and his Assigns, at the Feast Days of *St. Martin*, and *Pentecost*, by even and equal Portions; the first Payment thereof to begin and take Commencement at such of the said Feasts as shall first and next happen after the Decease of the said *A. B. &c.* with a Clause of Distress, &c. as in the next Grant.

Clause of Distress.

A Grant of an Annuity, to commence after Death of Grantor, by Indenture with Power of Revocation.

THIS Indenture, made, &c. Between *R. M.* of *S. &c.* of the one Part, and *N. M.* one of the younger Sons of the said *R. M. &c.* of the other Part, **Witnesseth**, That the said *R. M.* as well by Force, Virtue and Power, and according to the Tenor and Liberty of one Proviso or Clause in that Behalf mentioned or specified, in one Pair of Indentures, bearing Date, &c. made between the said *R. M.* of the one Part, and *T. R.* of *&c.* of the other Part, as otherwise, **hath** given, granted and confirmed, and by these Presents **Doth** by the Liberty and Power aforesaid, give, grant and confirm unto the said *N. M.* and his Assigns, one annual or yearly Rent of *10 l.* of good and lawful Money of *Great Britain*, to be issuing out of all and singular the Manors, Lands, Tenements and Hereditaments of the said *R. M.* situate, lying and being in *D.* or elsewhere in the County of *C.* **To have and to hold** the said annual or yearly Rent of *10 l.* unto the said *N. M.* and his Assigns, from and immediately after the Decease of the said *R. M.* for and during the natural Life of the said *N. M.* the same to be paid at the two several Feast-Days of the Annunciation of the Blessed Virgin *Mary*, and *St. Michael* the Archangel, by even and equal Portions; the First thereof to begin at such of the said Feasts as shall first happen next after the Decease of the said *R. M.* **And** if it shall happen the said Annuity or annual Rent of *10 l.* or any Part thereof to be behind or unpaid in Part, or in all, at any of the said Feast Days in which it ought to be paid, as aforesaid, being lawfully demanded, that then, and so often it shall and may be lawful to and for the said *N. M.* and his Assigns, into any the Manors, Lands, Tenements and Hereditaments of the said *R. M.* or into any Part or Parcel thereof, to enter and distrain for the said Annuity or annual Rent of *10 l.* or such Part thereof as shall so happen to be behind in Arrear, or unpaid, and the Distress or Distresses there found, to take, drive, lead or carry away, and to detain, hold and keep, until the said *N. M.* of the said Annuity or annual Rent of *10 l.* with the Arrearages thereof, if any such be, shall be fully satisfied and paid. **Provided nevertheless** and upon Condition, that if the said *R. M.* shall at any Time during his natural Life, pay or tender unto the said *N. M.* or to any other Person or Persons, the Sum of twelve Pence or more, of lawful Money of *Great Britain*, with Intent and of Purpose to revoke, make frustrate or make void the said annual Rent, or the Grant thereof, that then and from thenceforth this present Deed, and all and every the Gift, Grant and Limitation of the Rent aforesaid, and the said annual or yearly Rent, so by these Presents given, granted or mentioned to be granted, shall cease and be void, frustrate and of no farther Force or Effect in the Law; any Thing in these Presents contained to the contrary in any wise notwithstanding. **In Witness, &c.**

Consideration.

Grant.

Habendum. After life of Grantor for Grantee's life.

Clause of Distress.

Power of Revocation.

A Grant of an Annuity or Rent for Years.

THIS Indenture, made, &c. Between *J. F. &c.* of, &c. of the one Part, and *R. C.* of, &c. of the other Part, **Witnesseth**, That the said *J. F.* for and in Consideration of the Sum of *100 l.* of lawful Money of *Great Britain*, to him paid by the said *R. C.* before the Ensealing and delivery hereof, the Receipt whereof he doth hereby acknowledge, and thereof doth by these Presents for ever acquit and discharge the said *R. C.* his Executors, Administrators and Assigns, **hath** given, granted and confirmed, and by these Presents **Doth** give, grant and confirm for him and his Heirs unto the said *R. C.* his Executors, Administrators and Assigns, one Annuity or yearly Rent-Charge of *40 l.* of lawful Money of *Great Britain*, to be issuing and going out of all those Lands, &c. with their and every of their Appurtenances in *B.* in the County of *C.* **To have and to hold**, perceive and receive and take the said Annuity or yearly Rent-Charge of, &c. unto the said *R. C.* his Executors, Administrators and Assigns, from the Day of the Date of these Presents, for and during the full Term of twenty Years now next ensuing, and fully to be compleat and ended, if the said *R. C.* shall so long live, To be paid at the four most usual Feasts or Terms in the Year; That is to say, at the Feast of, &c. by even and equal Portions. **And** the said *J. F.* for himself, his

Consideration.

Grant.

Habendum for Years if Grantee lives.

To forfeit 40s. for every

his Heirs, Executors, Administrators and Assigns, and for every of them, doth covenant, promise and grant, to and with the said R. C. his Executors, Administrators and Assigns, that if the said yearly Rent of, &c. shall happen to be behind and unpaid in Part or in all, for the Space of ten Days after any of the Days before limited for the Payment thereof, being lawfully demanded, That then he the said J. F. his, &c. shall forfeit and pay unto the said R. C. his Executors, Administrators or Assigns, the Sum of 40 s. for every Failure of Payments of the said Annuity or Rent-charge on the said Days before appointed for the Payment of the same; **And also**, that it shall and may be lawful to and for the said R. C. his Executors, Administrators and Assigns, from Time to Time, from and after the said Feast-Days appointed for Payment of the said Annuity or Rent-charge, if the same be not then paid, to enter into and upon the, &c. and distrain, as well for the said yearly Rents as for the said Sum or Sums of Money which shall happen to be forfeited in Manner and Form aforesaid. **And** the said J. F. for himself, his, &c. doth covenant, promise and agree, to and with the said R. C. his Executors, Administrators and Assigns, that he the said J. F. at the Time of the Enfealing and Delivery of these Presents, is solely, rightfully and absolutely seised in his Demesne as of Fee to his own proper Use and Behoof, without any Manner of Consideration, Limitation of any Use or Uses to alter, change or determine the same, of and in the said, &c. and all other the Premises above-named, with their Appurtenances, and of every Part and Parcel thereof; **And** that he now hath full Power and lawful Authority to charge all the said Premises with the Appurtenances, and every Part thereof, with the said Annuity or yearly Rent of, &c. in Manner and form aforesaid; **And also** that the said, &c. and all other the Premises now are, and at all Times during the said twenty Years shall remain, continue and be liable (if the said R. C. shall so long live) to the Distress and Distresses of the said R. C. his Executors, Administrators or Assigns, as the Case shall require, for and concerning the said yearly Rent or Penalties in these Presents before-mentioned. **And** the said J. F. for himself, &c. That the said J. F. his Executors or Assigns, shall and will from Time to Time, and at all Times during the Space of four Years next ensuing the Date hereof, at the reasonable Request, and at the Costs and Charges in the Law of the said R. C. his Executors, Administrators or Assigns, make, acknowledge, and do, or to cause to be made, acknowledged and done, all and every such further, reasonable and lawful Act and Acts, Thing and Things, Device and Devices in the Law whatsoever, for the farther, more perfect and better Assurance and Conveyance of the said Annuity or yearly Rent-charge of, &c. to the said R. C. his Executors, Administrators or Assigns, for and during the said Term of twenty Years, if the said R. C. shall so long live, according to the true Intent and Meaning of these Presents, as by the said R. C. his Executors or Assigns, or his or their Counsel learned in the Law, shall be reasonably devised, advised or required. **In Witness** whereof the said J. F. hath given and delivered unto the said R. C. 5 s. of lawful Money of Great Britain, in the Name of Seisin of the aforesaid Annuity or yearly Rent-charge of, &c. before mentioned; **And also** the said J. F. and R. C. have hereto interchangeably set their Hands and Seals, the Day and Year first above written.

Failure in Payment.

Clause of Distress for the Annuity and Forfeiture.

Grantor lawfully seised;

and hath Power to grant.

That the Premises shall remain liable to Distress.

For further Assurance for four Years,

A Grant of the Moiety of an Annuity during Life.

THIS Indenture made, &c. Between J. F. of, &c. F. J. of, &c. of the one Part, and R. C. of, &c. of the other Part, **Witnesseth**, that the said J. F. and F. J. for and in Consideration of the Sum of 800 l. of lawful Money of Great Britain, to them in Hand paid by the said R. C. at or before the Enfealing and Delivery of these Presents, the Receipt whereof, and themselves therewith fully satisfied and paid, they the said J. F. and F. J. do hereby acknowledge, and thereof do release, acquit and for ever discharge the said R. C. his Heirs, Executors and Administrators by these Presents, **Have** granted, bargained, sold and confirmed, and by these Presents **Do** fully and absolutely grant, bargain, sell and confirm unto the said R. C. *one Annuity* or annual Rent of 100 l. by the Year, being the Moiety or half Part of one entire Annuity or annual Rent of 200 l. by the Year, arising, due and payable unto the said J. F. and F. J. out of the Manor of A. or out of any Part or Parcel thereof; **To have and to hold** the said Annuity or annual Rent of 100 l. herein before mentioned to be bargained and sold, unto the said R. C. and his Assigns, from the, &c. last past before the Date of these Presents, for and during the Term of fourscore Years, if he the said R. C. shall happen so long to live, in as large, ample and beneficial Manner to all Intents and Purposes, as they the said J. F. and F. J. or either of them now hath, ever had, or could, or might, or can, or may in any wise grant, bargain or sell the same, to the only Use and Behoof of the said R. C. and his Assigns. **And** the said J. F. and F. J. the said annual Rent of 100 l. herein before mentioned to be bargained and sold, against themselves and all other Persons lawfully claiming or to claim the same, or any Part thereof, by, from or under them, or either of them, unto the said R. C. and his Assigns, shall and will warrant and

Consideration.

Grant.

Habendum for 80 Years.

Covenant of Warranty.

Hath Power
to grant.

For quiet En-
joyment.

Premises
shall continue
free from In-
cumbrances,
&c.

For further
Assurance du-
ring 5 Years.

and defend by these Presents. **And** the said *J. F.* and *F. J.* do for themselves, and each of them doth for himself, their and his Heirs, Executors and Administrators, and every of them, covenant, promise and grant to and with the said *R. C.* his Executors, Administrators and Assigns, and every of them, by these Presents in Manner following, (that is to say) That they the said *J. F.* and *F. J.* or one of them, for and notwithstanding any Act or Thing by them or either of them heretofore done or suffered to the contrary, have or hath in themselves, or one of them, at the Time of their Sealing of these Presents, good Right and lawful Authority, to grant, bargain and sell unto said *R. C.* and his Assigns, the said annual Rent of 100 *l.* by the Year, in such Manner and Form as is herein before mentioned. **And further,** That the said *R. C.* and his Assigns, shall and lawfully may, during the said Term of, &c. if the said *R. C.* shall so long live, peaceably and quietly have, hold, enjoy and receive, retain and keep the said annual Rent or Sum of 100 *l.* by the Year before granted, without the lawful Let, Suit, Trouble, Denial or Disturbance of or by the said *J. F.* and *F. J.* or either of them, or of or by any other Person or Persons lawfully claiming, by, from or under them, or either of them, their or either of their Estate, Right or Title. **And further,** That the said bargained Premises were, are and be, and so shall remain and continue to the said *R. C.* and his Assigns, during the said Term of 80 Years, if the said *R. C.* shall so long live, free and clear, and freely and clearly acquitted and discharged, or else by the said *J. F.* and *F. J.* or one of them, their or one of their Heirs, Executors or Administrators sufficiently saved harmless and indemnified of and from all former and other Gifts, Grants, Bargains, Sales, Leases, Jointures, Dowers, Statutes, Judgments, Recognizances, Titles, Troubles and Incumbrances whatsoever, at any Time heretofore had, made, committed or suffered, by them the said *J. F.* and *F. J.* or either of them. **And** the said *J. F.* and *F. J.* do for themselves, their Heirs, Executors and Administrators, and every of them, covenant and promise to and with the said *R. C.* his Executors, Administrators and Assigns, and every of them by these Presents, That the said *J. F.* and *F. J.* and all and every other Person and Persons now having or lawfully claiming, or which shall or may hereafter have or claim any lawful Estate, Right or Title in or unto the said bargained Premises, or any Part thereof, by, from or under them the said *J. F.* and *F. J.* shall and will at any Times during the Space of five Years next after the Date of these Presents, if the said *R. C.* shall so long live, at and upon the reasonable Request, and at the proper Costs and Charges in the Law of the said *R. C.* and his Assigns, make, acknowledge and execute to the said *R. C.* and his Assigns, all and every such further and other lawful and reasonable Act and Acts, Device, Conveyance and Assurance in the Law whatsoever, for the better holding and enjoying of the said 100 *l.* herein before granted, according to the true Meaning of these Presents, as by the said *R. C.* and his Assigns, or any of them, or his or their Counsel learned in the Law, shall be devised, advised or required; so that such Person or Persons, who are to make such further Assurance as aforesaid, be not therefore compelled to travel farther to the Cities of *London* or *Westminster*, which said other Assurances, so to be had and made as aforesaid, shall be and enure, and shall be judged and taken to be enure, and by the Parties is hereby so declared, to the only Use and Behoof of the said *R. C.* and of his Assigns, and to no other Use or Purpose whatsoever. **In Witness,** &c.

A Grant of Rent Charge.

Consideration.

Grant.

Habendum.

Clause of Distress.

THIS Indenture, made, &c. **Between** *J. F.* of, &c. of the one Part, and *R. C.* of, &c. of the other Part **Witnesseth**, That the said *J. F.* for and in Consideration of the Sum of, &c. to him in Hand paid before the Ensealing and Delivery hereof, by the said *R. C.* the Receipt whereof he the said *J. F.* doth acknowledge, and thereof, and of every Part thereof, doth acquit and for ever discharge the said *R. C.* **Doth** given, granted and confirmed, and by these Presents **Doth** give, grant and confirm unto the said *R. C.* *one Annuity* or yearly Rent-Charge, of, &c. to be had, taken and received, out of all and singular the Messuages, &c. of the said *J. F.* within the Kingdom of *England*, to be paid at the four most usual Feasts or Terms in the Year, (that is to say), &c. the first Payment thereof to be made and to begin on, &c. **To have, hold,** receive, take and enjoy the said Annuity or Yearly Rent-Charge of, &c. unto the said *R. C.* his, &c. from the Day of the Date of these Presents, until the full End and Term of, &c. **And** if the said Annuity or yearly Rent-Charge of, &c. shall happen to be behind and unpaid in Part or in all after any of the said Feast-Days above limited for the Payment of the same, the said *J. F.* for himself, &c. doth covenant, &c. that then it shall and may be lawful to and for the said *R. C.* his, &c. into all and singular the said Messuages, &c. or into any Part thereof to enter and distrain both for the Annuity aforesaid, and the Arrearages thereof, (if any be) and the Distress and Distresses then and there found and taken to keep and detain, until the said Annuity, and all Arrearages thereof, shall be fully satisfied, contented and paid unto the said *R. C.* his, &c. **And** the said *J. F.* his, &c. shall and will from Time to Time, and at all Times during the said Term of, &c. well and truly pay or cause to be paid to the said

said R. C. his, &c. or some of them, the said Annuity or yearly Rent of, &c. in Manner and Form aforesaid, according to the true Intent and Meaning of these Presents. In Witness, &c.

Of an Annuity for Life out of a Real Estate, and Demise of the said Premises for a Term of Years, as a Collateral Security.

THIS Indenture Tripartite made, &c. Between Z. B. of, &c. and T. M. of &c. Parties. Gent. of the first Part, A. M. of, &c. Gent. of the second Part, and J. E. of, &c. Hop- Factor (a Trustee nominated by, for and on the Behalf of the said A. M.) of the third Part, Witnesseth, That for and in Consideration of the Sum of 300 l. of, &c. to the said Consideration: Z. B. and the Sum of 5 s. to the said T. M. in Hand well and truly paid by the said A. M. at, &c. the Receipt, &c. and to the Intent to secure Payment of one Annuity or yearly Rent-Charge of 30 l. to the said A. M. and his Assigns, during his Life, in such Manner as herein after is for that Purpose mentioned, and for divers other good Causes, &c. **He** the said Z. B. **hath** given, granted and confirmed, and by these Presents he the said Z. B. for Grant. himself and his Heirs, **Doth** freely, clearly, and absolutely give, &c. unto the said A. M. and his Assigns, during his natural Life, one annuity, annual Sum or yearly Rent-Charge of 30 l. *per Ann.* of lawful Money of Great Britain, to be yearly issuing, payable and going out of **All** that, &c. **To have, hold,** perceive, levy, and yearly to take, receive and enjoy *Premises.* the said Annuity or yearly Rent-Charge of 30 l. unto and to the Use of the said A. M. and *Habendum.* his Assigns, for and during the Term of his natural Life, without any Deduction or Abatement whatsoever, for or in Respect of any Taxes, Assessments or Payments imposed, or to be imposed, by any Act of Parliament made or to be made, or by any other Power or Authority whatsoever, or for or by Reason of any other Matter, Cause or Thing whatsoever; the same to be paid and payable at or in the Inner Temple-Hall, London, by quarterly Payments, at or on the four most usual Feast-Days or Times of Payment in the Year; (that is to say) At, &c. by four even and equal Portions; the first of which quarterly Payments to begin and be made on the — now next ensuing the Date of these Presents; **And** the said Z. B. *Clause of Distress.* for himself, his Heirs and Assigns, doth grant and agree to and with the said A. M. and his Assigns, by these Presents, in Manner as follows; (that is to say) That whenever and as often as the said Annuity or yearly Rent-Charge of 30 l. or any Part thereof, shall be behind, unpaid, or in Arrear by the space of 20 Days next over or after any of the said Feasts or Days whereon the same ought to be paid as aforesaid, (although no Demand thereof made) that then it shall and may be lawful to and for the said A. M. and his Assigns, into and upon all and singular the before mentioned Messuages, &c. or any Part thereof, to enter and distrain, and the Distress and Distresses then and there found, to lead, drive, carry away and impound, and the same in Pound to detain and keep, or otherwise to dispose of the same as the Law shall allow, until the said Annuity or yearly Rent-Charge of 30 l. and all Arrears thereof, and all Costs and Damages to be sustained by reason of Non-payment thereof, according to the true Intent and Meaning of these Presents, shall be fully paid and satisfied; **And also,** that in case the said Annuity or yearly Rent-Charge of 30 l. or any Part thereof, shall at any Time be behind or unpaid by the Space of 30 Days next over or after any of the said Feasts or Days of Payment whereon the same ought to be paid as aforesaid, (although no Demand made thereof as aforesaid) that then and in such Case, it shall and may be lawful to and for the said A. M. or his Assigns, into and upon the before mentioned Messuages, Lands, Tenements, Hereditaments and Premises, or any Part or Parts thereof, to enter, and to have, hold, possess and enjoy the same, and to take and receive the Rents, Issues and Profits thereof, to his and their own Use and Benefit, until thereby or therewith, or otherwise, he and they shall be fully paid and satisfied all the Arrears of the said Annuity or yearly Rent-Charge of 30 l. which shall incur or might have incurred, and all Costs, Expences, Losses and Damages, which he or they shall be put unto or sustain, by Reason of the Non-payment thereof, at the Times herein before mentioned for Payment of the same. **And** the said Z. B. doth hereby put the said A. M. and his Assigns, during his Life, in full Possession and Seisin of the said Annuity or yearly Rent-Charge of 30 l. *per Ann.* by the Delivery of one Piece of Silver of 6 d. to him the A. M. in the Name of Possession and Seisin of Annuity. **And this Indenture further witnesseth,** that for the Considerations aforesaid, and to the intent for the better and more effectually securing Payment of the said Annuity or yearly Rent-Charge of 30 l. unto the said A. M. and his Assigns, during his Life, in Manner as aforesaid, and also for and in Consideration of the Sum of 5 s. of, &c. to the said Z. B. and T. M. in Hand paid by the said J. E. at, &c. the Receipt, &c. he the said Z. B. and at his Request, the said T. M. **Have,** *Consideration.* and each of them **hath** demised, set, and to Farm letten, and by these Presents (at the No- Demise. mination and Appointment of the said A. M. testified by his being a Party to and executing hereof)

Parcels.	hereof) Do , and each of them Doth demise, fer, and to Farm let unto the said <i>J. E.</i> All and singular the herein before mentioned Messuages, &c. hereby charged with the said annual Sum of 30 <i>l.</i> with their and every of their Appurtenances, and the Reversion, &c. of the said Premises;
Habendum.	To have and to hold the said Messuages, &c. and all and singular the said hereby demised Premises, with their and every of their Appurtenances, unto the said <i>J. E.</i> his, &c. from the Day next after the Day of the Date hereof, for and during, and unto the full End and Term of 99 Years from thence next ensuing, and fully to be compleat and ended, if he the said <i>A. M.</i> shall so long live; Yielding and paying therefore yearly, during the said Term, the Rent of one Pepper-corn only, (if the same shall be lawfully demanded): Provided always , and upon this Condition nevertheless, that if the said <i>Z. B.</i> his Heirs or Assigns, shall and do well and truly pay or cause to be paid unto the said <i>A. M.</i> and his Assigns, during his Life, the said Annuity or yearly Rent, or yearly Rent-Charge of 30 <i>l. per Ann.</i> at the several Feasts or Days of Payment herein before appointed for Payment thereof, and that without any such Deduction or Abatement as aforesaid, according to the true Intent and Meaning of these Presents; that then the Demise and Grant hereby made unto the said <i>J. E.</i> shall cease, determine, and be utterly void and of no Effect; any Thing herein contained to the contrary thereof in any wise notwithstanding. And the said <i>Z. B.</i> for himself, his Heirs, Executors, Administrators and Assigns, and for every of them, doth covenant, promise, grant and agree to and with the said <i>A. M.</i> his Executors, Administrators and Assigns by these Presents, in Manner as follows; (that is to say) That he the said <i>Z. B.</i> his Heirs, Executors, Administrators or Assigns, shall and will from Time to Time, and at all Times, during the natural Life of the said <i>A. M.</i> or his Assigns, pay the said Annuity or yearly Rent-Charge of 30 <i>l.</i> of such lawful Monies as aforesaid, on every Feast or Quarter-Day, and at the Place herein before mentioned for Payment thereof, or within 20 Days next after every such Feast-Day, and that without any such Deduction as aforesaid according to the true Intent and Meaning of these Presents; And also that he the said <i>Z. B.</i> His Heirs, Executors, Administrators or Assigns, at his and their own proper Costs and Charges, shall and will from Time to Time, and at all Times, during the Life of the said <i>A. M.</i> insure and keep insured the said Messuage or Tenement and Premises, situate in, &c. as to and from all Fire and Damage happening thereby, either in the Hand and Hand Insuring Office, as to Loss by Fire, or else in some other good and public Office, proper for that Purpose, and in case the same Messuage or Tenement shall happen to be burnt down or blown up, during the Life of the said <i>A. M.</i> that then and in such Case, he the said <i>Z. B.</i> his Heirs and Assigns, shall and will then forthwith lay out all such Monies so insured or to be insured on the same Premises as aforesaid, together with other Monies, in the new building of as good and substantial a Messuage or Tenement, and of the same Dimensions as is now built and standing thereon; And further , that for and notwithstanding any Act, Deed, Matter or Thing whatsoever, had, made, done, committed or wittingly or willingly suffered or assented unto, by him the said <i>Z. B.</i> or by his late Father the said <i>R. B.</i> or his Brother <i>S. B.</i> deceased, any or either of them, or of or by any Person or Persons whomsoever, lawfully claiming by, from or under, or in Trust for him, them, or any of them, he the said <i>Z. B.</i> now is, and standeth lawfully and absolutely seised, and that by just Title of the before mentioned Hereditaments and Premises, with their Appurtenances, of a good, sure, perfect, lawful and indefeasible Estate of Inheritance in Fee simple, without any Manner of Condition, Power of Revocation, Limitation of Use or Uses, or any other Matter or Thing whatsoever, to alter, change, charge, defeat or incumber the same; And also that he the said <i>Z. B.</i> (notwithstanding any such Act, Matter or Thing, done, or willingly suffered as aforesaid) now hath in himself good Right, true Title, full Power, and lawful and absolute Authority to grant unto the said <i>A. M.</i> and his Assigns, the said Annuity or yearly Rent-Charge of 30 <i>l.</i> payable in Manner as aforesaid; and that the said Messuages, Lands, Tenements, Hereditaments and Premises, shall from thenceforth continue, and be liable to, and charged and chargeable with the Payment of the same Annuity or yearly Rent-Charge, in Manner as aforesaid; and that the same from henceforth shall be received, taken and enjoyed by the said <i>A. M.</i> and his Assigns, during his Life, by and out of the before mentioned Hereditaments and Premises, in case he the said <i>Z. B.</i> shall not duly pay the same, in Manner as aforesaid; and that free and clear, and freely, clearly, and absolutely acquitted, exonerated, discharged, kept harmless and indemnified by the said <i>Z. B.</i> and his Heirs of and from all and all Manner of former Gifts, Grants, Bargains, Sales, Leases, Mortgages, Jointures, Dowers, Uses, Annuities, Intails, Statutes, Recognizances, Extents, Judgments, Executions, Debts to the Crown, Titles, Troubles, Charges, Demands and Incumbrances whatsoever had, made, done, committed, suffered or executed by the said <i>Z. B.</i> or by the said Sir <i>R. B.</i> and <i>S. B.</i> his Brother, deceased, or any of them, other than and except one Indenture of Mortgage made of the before mentioned Premises lying in the County of <i>E.</i> for the securing the Sum of 1000 <i>l.</i> and Interest for the same; And that in case Default shall happen to be made in Payment of the said Annuity or yearly Rent-Charge of 30 <i>l.</i> or of any
Proviso to be void so long as Rent-Charge is paid.	
Covenants, to pay the Annuity.	
To keep the Premises insured from Fire.	
Lawfully seised of the Premises.	
Good Right to charge them, and that they shall stand charged, and enjoyed on Failure of Payment.	
Free from Incumbrances.	
Exception.	
Further Assurance in case	

Part thereof on the Days and Times herein before mentioned for Payment thereof; that of Non pay-
then he the said Z. B. his Heirs or Assigns, at the reasonable Request of the said A. M. or ment.
his Assigns, (but at the Costs and Charges of the said Z. B. his Heirs or Assigns) shall and
will make, do and execute all and every such further and other lawful and reasonable Acts
and Things, as well for the Corroborating and Strengthening of these Presents, as also for the
further and better securing of the said Annuity or yearly Rent-Charge of 30*l.* unto the said
A. M. and his Assigns, during his Life, (be the same by any Conveyance or Assurance of the
beforementioned Hereditaments and Premises, or otherwise), as by the Counsel of the said
A. M. or his Assigns shall be reasonably advised or required: **Provided always**, and Proviso, that
lastly it is hereby agreed and declared by and between all the Parties hereunto, and the true until Default
Intent and Meaning of them and of these Presents is and are, that until Default shall be of Payment
made in Payment of the said Annuity or yearly Rent-Charge of 30*l. per Ann.* or some Part the Grantor
thereof, in Manner as aforesaid, he the said Z. B. his Heirs and Assigns, shall and may hold shall enjoy the
and enjoy all and singular the before mentioned Messuages, Lands, Tenements, Heredita- Premises.
ments and Premises, and receive and take the Rents, Issues and Profits thereof, to his
and their own Use and Benefit; he and they duly paying the said Annuity or yearly Rent-
Charge of 30*l. per Ann.* unto the said A. M. and his Assigns, during his natural Life, toge-
ther with all Arrears thereof, which shall be due at the Time of his Death, (if any such there
be.) **In Witness, &c.**

Of an Annuity for Life to qualify, &c.

THIS Indenture, &c. Between M. H. of London, Merchant, of the one Part, and Parties:
R. E. of, &c. Esq; of the other Part. **Whereas** the said M. H. now is and standeth Grantor
lawfully seised of and in the several Messuages or Tenements, Ground-rents and Heredita- seised.
ments herein after mentioned, and of the Reversion and Inheritance thereof of an Estate in
Fee-simple, to him and his Heirs, free from all Incumbrances: **Now this Indenture** Consideration:
Witnesseth, that as well for and in Consideration of the Sum of 2600*l.* of, &c. the Receipt,
&c. as also for divers other, &c. he the said M. H. hath given, granted, bargained, sold, Grant.
aliened and confirmed, and by these Presents for himself, his Heirs, and Assigns, **Doth** freely,
clearly and absolutely give, &c. unto the said R. E. one Annuity or yearly Rent-Charge of
200*l. per Ann.* of lawful British Money, clear of all Taxes, Charges, Deductions and Re-
prizes whatsoever, to be yearly issuing, had, taken and received by the said R. E. and his
Assigns, during his Life, out of all those, &c. the said Annuity or yearly Rent-Charge of
200*l.* to be paid at or upon the four most usual Feasts, &c. free and clear of and from all Re-
prizes, and without any Deduction or Abatement to be made out of the said Annuity or
yearly Rent-Charge of 200*l.* for or in Respect of any Parliamentary or other Taxes, Charges,
Impositions or Assessments, or otherwise howsoever; the first Payment thereof to begin and
to be made at, &c. **And** the said M. H. hath paid to the said R. E. 10*s.* of lawful Money Seisin:
of Great Britain, in Part of and as and in the Name of Seisin of the said Annuity or Rent-
Charge; **To have and to hold**, receive, take and enjoy the said Annuity or yearly Rent- Habendum:
Charge of 200*l.* unto the said M. H. and his Assigns, from the Day of the Date of these
Presents, for and during the Term of his natural Life, payable quarterly, at the four sever-
al Feasts, and in Manner aforesaid, to and for his own proper Use, Benefit, and Behoof;
and the said M. H. for himself, his Executors, Administrators and Assigns, covenants by
these Presents, in Manner and Form following, (*To pay the Annuity, re-enter on Non-payment*; Re-entry if
see the last Precedent) and also that in Case of such Distress or Distresses so from Time to short Distress;
Time to be found in or upon the said Messuage, Lands and Premises, or any Part thereof, shall &c.
fall short, and not be sufficient to answer and pay the said Annuity or yearly Rent-Charge of
200*l. per Annum*, clear of all Reprizes and the Arrearages thereof, and the Costs and Charges,
and Damages of the said R. E. in such Case sustained, and the said M. H. his Heirs, Execu-
tors, or Administrators, shall not within fourteen Days next after every or any of the said
Feasts or Quarter-Days, on which the said Annuity or yearly Rent-Charge or 200*l.* ought
to be paid as aforesaid, pay and satisfy unto the said R. E. the said Annuity or yearly Rent-
Charge, with the Arrearages thereof, and all Costs, Charges and Damages occasioned by
the Non-payment thereof; that then, and in such Case, so often it shall and may be lawful
to and for the said R. E. into and upon the said Messuages, Lands and Premises, or any
Part thereof, to enter, and the same to have, hold and enjoy, and take the Rents, Issues
and Profits thereof, while, and until he the said R. E. shall be fully satisfied and paid all
such Sum and Sums of Money as shall be then due and unpaid, and in Arrear of and for
the said Annuity or yearly Rent-Charge, together with his Costs, Charges and Damages,
for, or by Reason of the Non-Payment thereof; and the said M. H. for himself, his Heirs
and Assigns, doth further covenant (*That he is lawfully seised, has Power to grant. See the* Seised.
last Precedent) and also that the said Messuages, Lands, Tenements and Premises herein be- Power to
fore grant.

That the Premises shall be liable to Distresses. Grantor to pay all Taxes. *Proviso that the Grantee shall not subject the Annuity to the Payment of Debts, nor otherwise incumber it.*

forementioned, and out of which the said Annuity or yearly Rent-Charge is hereby granted, or mentioned to be granted, and to be issuing as aforesaid, shall from Time to Time, and at all Times during the natural Life of the said R. E. be overt and liable to the Distress and Distresses of the said R. E. for the said Annuity or yearly Rent-Charge, with the Arrearages thereof: **And further**, That he the said M. H. his Heirs and Assigns, shall and will, from Time to Time, and at all Times, bear and pay all and all Manner of Parliamentary and other Taxes, Charges, Assessments and Impositions whatsoever, chargeable upon, or that shall or may be at any Time payable for and in Respect of the said Annuity or yearly Rent-Charge, and shall and will save harmless and keep indemnified the said R. E. of, from and against the same: **Provided always nevertheless**, and it is hereby condescended unto, declared and agreed, by and between the said Parties to these Presents, and the said R. E. doth hereby consent and agree, that if he the said R. E. make the said Annuity or yearly Rent-Charge of 200 l. or any Part thereof, subject and liable to the Satisfaction and Discharge of any Debt or Incumbrance of him the said R. E. that then and in such Case, and for so long Time, the said Annuity or yearly Rent-Charge of 200 l. and the Payment thereof to the said R. E. or any other Person or Persons claiming in Law or Equity, by from or under him, shall cease, and the said Annuity or yearly Rent-Charge of 200 l. and every Part thereof, shall, for so long Time, remain in the Hands of the said M. H. his Heirs and Assigns, and be retained by him and them, to and for his and their own proper Use and Benefit; this Indenture, or any Thing before contained to the Contrary thereof, in any wise notwithstanding. **In Witness, &c.**

Of an Annuity out of a real Estate by a Father and his two Trustees to a Son, for which he is restrained from suing by a Writ or Action, but may distrain.

Parties. **THIS Indenture**, made, &c. **Between** T. P. of — Esq; G. P. of — Esq; and W. C. of, &c. Esq; of the one Part, and J. P. Esq; (youngest Son of the said T. P.) of the other Part, **Witnesseth**, That for and in Consideration of the natural Love and Affection which he the said T. P. hath and beareth towards his Son the said J. P. and also in Consideration of 5 s. of, &c. unto the said G. P. and W. C. in Hand paid by the said J. P. at, &c. the Receipt, &c. he the said T. P. (and by his Direction, testified by his being a Party to and Executing hereof) the said G. P. and W. C. **Have**, and each and every of them **Doth** given and granted, and by these Presents the said T. P. G. P. and W. C. **Do** and each and every of them **Doth** give and grant unto the said J. P. and his Assigns, one Annuity or yearly Rent-Charge of 300 l. of, &c. to be issuing and payable out of, &c. all which said Premises were (*inter alia*) lately conveyed unto and to the Use of the said G. P. and W. C. and their Heirs in Trust for the said T. P. and his Heirs; **To have, hold**, perceive and enjoy the said Annuity or yearly Rent-Charge of 300 l. unto the said J. P. and his Assigns, for and during the Term of the natural Life of him the said J. P. the same Annuity or yearly Rent-Charge to be paid unto the said J. P. or his Assigns, by four equal quarterly Payments at, &c. free and clear of and from all Manner of Taxes and without any Deduction, Defalcation or Abatement, for or in Respect of any Taxes, Charges, Duties or Assessments charged or imposed, or to be charged or imposed by any Act or Acts of Parliament made or to be made, or otherwise, upon the said Premises, or any Part thereof, or for or in Respect of any other Reprizal, Matter or Thing whatsoever; the first quarterly Payment thereof to be made, &c. **And** if the said Annuity or yearly Rent-Charge of 300 l. or any Part thereof, shall happen to be behind and unpaid by the Space of twenty Days next after any of the said Feasts or Days whereon the same ought to be paid as aforesaid, that then and so often from Time to Time, as the same Annuity or yearly Rent-Charge, or any Part thereof, shall happen to be so behind and unpaid, it shall and may be lawful to and for the said J. P. and his Assigns, into and upon the said Manors, capital Messuages, Demesnes, Mills, Hereditaments and Premises, and into and upon every or any Part or Parts thereof, to enter and distrain for the same. **Provided always** that this present Indenture, or any Thing herein contained, shall not any way extend to charge the Persons of the said J. P. G. P. and W. C. any or either of them, by a Writ or an Action of Annuity, but only to charge the said Manors, capital Messuages, Demesnes, Mills, Hereditaments and Premises with the yearly Lent aforesaid. **In Witness, &c.**

Grant:

Habendum.

Clause of Distress.

Proviso not to charge the Persons by Action.

Of an Annuity out of Lease-hold Premises for a Term of Years, if the Grantee shall live so long, in consideration of Money paid.

THIS Indenture, made, &c. **Between** N. F. of — of the one Part, and B. F. of — of the other Part: **Whereas** by Indenture, &c. **Between** A. M. of — of the

the one Part, and the said *N. F.* of — of the other Part, the said *A. M.* for the Consideration, &c. did, &c. unto the said *N. F.* *All. &c. * To hold, &c.* for the Term of 51 Years, at and under the yearly Rent of 10 *l.* payable, &c. as in and by the said Indenture, &c. **And whereas** the said *N. F.* and *B. F.* are come to Agreement together, that in Consideration of the Sum of 150 *l.* to be paid by the said *B. F.* to the said *N. F.* at and before the Sealing and Executing of these Presents, that he the said *N. F.* shall and do pay unto the said *B. F.* during her natural Life, yearly and every Year, a certain Sum, Rent-Charge or Annuity of 15 *l.* by quarterly Payments, clear of all Deductions whatsoever; and for securing the Payment thereof accordingly, sufficiently to subject the said Premises thereto: **Now this Indenture witnesseth**, that as well in Pursuance and Performance of the said Agreement, as also for and in Consideration of the Sum of 150 *l.* of lawful, &c. to the said *N. F.* well, &c. by the said *B. F.* at, &c. the Receipt, &c. and himself to be therewith fully contented, satisfied and paid, and thereof, &c. as also for the better securing the Payment to the said *B. F.* and her Assigns, of the said yearly certain Sum, Rent-Charge or Annuity of 15 *l.* during the Term of her natural Life, **he** the said *N. F.* hath given, granted, bargained and sold, and by these Presents for himself, his Executors and Administrators, **Doth** give, &c. unto the said *B. F.* one Annuity or yearly Rent-Charge of 15 *l.* of lawful, &c. to be yearly issuing and going out of all those, &c. in and by the said recited Indenture of Demise granted; **To have and to hold**, perceive, and yearly to receive, take and enjoy the said Annuity, or yearly Rent-Charge of 15 *l.* to the said *B. F.* and her Assigns, for and during the Term of 44 Years from the Feast of — now next ensuing, and fully to be compleat and ended, if the said *B. F.* shall so long live, and to be payable yearly at the four most usual Feasts or Days of Payment in the Year, (that is to say) the Feast, &c. by even and equal Portions; the first Payment thereof to begin and be made on, &c. next ensuing the Date of these Presents. (*Covenants to distrain and enter on Non-Payment; that the Lease is good and shall continue so during the said Term or Life; that Grantor has good Right to charge the Premises; that he will pay the Annuity quarterly, free from Taxes, &c. and that he will pay the Rent in the Lease reserved. Vid. Tit. Covenants.*) **In Witness, &c.**

A Grant of an Annuity, by an Incumbent out of his Living, with a Demise to a Trustee.

THIS Indenture Tripartite, made the 14th Day of May, &c. 1756. **Between** *F. J.* Rector of *L.* in the County of *K.* Clerk of the one Part, *A. B.* of — in the County of — Esq; of the second Part, and *J. B.* of *Chancery-Lane, London*, Esq; of the third Part, **Witnesseth**, That for and in Consideration of the Sum of — *l.* of lawful Money of *Great Britain* to the said *F. J.* at and before the Ensealing and Delivery of these Presents, in Hand well and truly paid by the said *A. B.* the Receipt whereof the said *F. J.* doth hereby acknowledge, and thereof and of every Part thereof doth acquit and discharge the said *A. B.* his Executors, Administrators and Assigns, by these Presents, **he** the said *F. J.* hath given, granted, bargained, sold and confirmed, and by these Presents, **Doth** give, grant, bargain, sell and confirm, unto the said *A. B.* his Executors, Administrators and Assigns, for and during the natural Life or him the said *F. J.* one Annuity or yearly Rent or Life Sum of 30 *l.* of lawful Money of *Great Britain*, to be issuing going, payable, had, received and taken by and out of **All** those 20 Acres of Glebe Lands, and all that Messuage or Tenement, Barn, Stable, &c. lying and being in the Parish of *L.* in the County of *K.* and belonging to the said *F. J.* as Rector of the Parish Church of *L.* aforesaid, and which are now in the Tenure or Occupation of *G. G.* as Tenant thereof, at the yearly Rent of — *l.* and by and out of all other Houses, Out-houses, Barns, Stables, Buildings, Orchards, Gardens, Lands and Appurtenances, to the same Rectory belonging or in any wise appertaining; **And also** all and singular the Tythes, Tenths, Oblations, Obventions, Fruits, Fees, Dues, Glebe Lands, Tenements, Meadows, Pastures, Commons, Woods, Waters, Profits, Privileges and Advantages whatsoever, belonging to or payable to the said *F. J.* as Rector of the said Parish or Parish Church of *L.* aforesaid, **To have, hold**, receive, take and enjoy the said Annuity or yearly Rent of 30 *l.* and every Part thereof, unto the said *A. B.* his Executors, Administrators and Assigns, for and during the natural Life of him the said *F. J.* to be paid and payable to him the said *A. B.* his Executors, Administrators and Assigns, at or in the common Dining-Hall of *Lincoln's Inn*, in the County of *Middlesex*, by four equal quarterly Payments, at or on the four most usual Feast Days or Days of Payment in the Year (that is to say) the Feast Day of *St. John* the Baptist, the Feast of *St. Michael* the Archangel, the Feast of our Lord *Christ*, and the Feast of the Annunciation of the Blessed Virgin *Mary*, by even and equal

* If the Premises are insured, there must be an Assignment of the Policies, and a Covenant to keep them insured.

equal Portions, without any Manner of Deduction, Defalcation or abatement out of the same or any Part thereof, for or in respect of any Taxes, Charges, Assessments, Payments, or other Matter, Cause or Thing whatsoever taxed, charged or imposed, or to be taxed, charged or imposed upon the Premises, or any Part thereof, or upon the said *A. B.* his Executors, Administrators or Assigns, for or in respect thereof, or of the said Annuity or yearly Rent of 30*l.* by Authority of Parliament, or otherwise howsoever; the first Payment of the said Annuity or yearly Rent, to begin and be made on the Feast Day of St. *John* the Baptist next ensuing the Date of these Presents: **And it is hereby declared and agreed,** That in case the said Annuity, or yearly Rent or Sum of 30*l.* or any Part thereof, shall happen to be behind and unpaid by the Space of thirty Days next over or after any of the said quarterly Feasts or Days of Payment whereon the same is herein before appointed to be paid as aforesaid, then and so often, and from Time to Time, it shall and may be lawful to and for the said *A. B.* his Executors, Administrators and Assigns during the Life of the said *F. J.* into and upon the said Glebe Lands, Tenements and Premises, belonging to the said *F. J.* as Rector of the said Parish or Parish Church of *L.* aforesaid, and all and every the Appurtenances thereunto belonging, or therewith held, received and enjoyed, or into or upon any Part or Parcel thereof, to enter and distrain for the said Annuity or yearly Rent of 30*l.* and all Arrears thereof, and the Distress and Distresses then and there found, to take, lead, drive, carry away and impound, and detain and keep, or otherwise to dispose thereof, according to due Course of Law, until he the said *A. B.* his Executors, Administrators or Assigns shall be fully paid and satisfied the said Annuity or yearly Rent of 30*l.* and all Arrears thereof, and all Costs, Charges and Expences occasioned by the Non-payment thereof, on the Days and Times in that Behalf before mentioned: **Provided always,** That in case the said Annuity or yearly Rent or Sum of 30*l.* or any Part thereof, shall happen to be behind and unpaid by the Space of forty Days next over or after any of the said quarterly Feasts or Days of Payment whereon the same is herein before appointed to be paid as aforesaid (being lawfully demanded), then and so often it shall and may be lawful to and for the said *A. B.* his Executors, Administrators and Assigns, during the natural Life of him the said *F. J.* into and upon the said Glebe Lands, Tenements, and all and singular other the Premises, with the Appurtenances, or into or upon any Part thereof, in the Name of the whole, to enter, and the same to have, hold and enjoy, and the Rents and Profits thereof, and of every Part thereof, to receive and take during the Life of the said *F. J.* to and for the sole Use and Benefit of him the said *A. B.* his Executors, Administrators and Assigns, until he or they shall be thereby or therewith or otherwise fully paid and satisfied the said Annuity or yearly Rent or Sum of 30*l.* and all Arrears thereof, and also so much of the same Annuity or yearly Rent as shall incur and grow due during such Time as he the said *A. B.* his Executors, Administrators or Assigns shall continue in the Possession of the same Premises after such Entries as aforesaid, and also all such Costs, Charges, Damages and Expences as shall be occasioned by the Non-payment of the said Annuity or yearly Rent, or any Part thereof, on the Feasts or Days of Payment aforesaid; **And** the said *F. J.* hath made, ordained, constituted and appointed, and by these Presents **Doth** make, ordain, constitute and appoint the said *A. B.* his Executors, Administrators and Assigns, his true and lawful Attorney and Attornies irrevocable in the Name of him the said *F. J.* but on the Behalf, and for the only proper Use and Benefit of the said *A. B.* his Executors, Administrators and Assigns, from Time to Time during the Life-time of the said *F. J.* as often as the said Annuity or yearly Rent or Sum of 30*l.* or any Part thereof, shall happen to be behind and unpaid by the space of 30 Days as aforesaid, to ask, demand, collect and receive, of and from all and every the Parishioners of the said Parish of *L.* or any other Person or Persons to whom the said *F. J.* hath let or demised, or shall or may let or demise the same, all and singular the Tythes, Tenths, Oblations, Obventions, Dues, Fees, Profits and Advantages yearly coming, arising, renewing or happening within the said Parish of *L.* and the Tythable Places thereof, **And** upon Non-payment thereof, or of any Part thereof, to bring, commence and prosecute all and every such Action and Actions, Suit and Suits, either at Law or in Equity, against all and every Person or Persons, and to take all other lawful Ways and Methods in the Name of him the said *F. J.* for the recovering and receiving the same, as shall be thought proper and necessary by the said *A. B.* his Executors, Administrators or Assigns, and upon Receipt thereof, or of any Part thereof, to give good and sufficient Receipts and Discharges for the same respectively; and the said *F. J.* doth hereby give and grant to the said *A. B.* his Executors, Administrators and Assigns full and absolute Power and Authority to act and do every Thing in the Premises for the Purposes aforesaid, as fully and effectually as if he himself was personally present at the doing thereof respectively; and the said *F. J.* doth hereby ratify and confirm all and whatsoever the said *A. B.* his Executors, Administrators or Assigns, shall lawfully do or cause to be done in the Premises, by virtue of these Presents; **And** the said *F. J.* **Doth** for himself, his Heirs, Executors and Administrators covenant, promise, grant and agree to and with the said *A. B.* his Executors,

Oh Non-payment, to enter and distrain for the Annuity and all Arrears, and all Costs.

Proviso in case of Non-payment to enter and receive the Rents, &c.

To pay the Annuity, and all Arrears, Costs, &c.

Letter of Attorney for Grantee to demand Rent, Tythes, &c.

And upon Non-payment to sue.

Covenant for Payment of an Annuity.

tors, Administrators and Assigns, by these Presents, that he the said *F. J.* his Heirs, Executors or Administrators, shall and will truly pay or cause to be paid unto the said *A. B.* his Executors, Administrators or Assigns, for and during the natural Life of him the said *F. J.* the said Annuity or yearly Rent or Sum of 30 *l.* free, clear and discharged of and from all Manner of Taxes, Assessments, Charges and other Deductions, either Parliamentary or otherwise, at the Days and Times, and in Manner and Form herein before limited and appointed respectively for Payment thereof: **And this Indenture further witnesseth,** That for the Consideration aforesaid, and for the further, better and more effectual securing the Payment of the said Annuity or yearly Rent or Sum of 30 *l.* at the respective Days and Times and in Manner aforesaid, and in Consideration of the Sum of 10 *s.* of like lawful Money to the said *F. J.* in Hand paid by the said *J. B.* at and before the Sealing and Delivery of these Presents, the Receipt whereof is hereby acknowledged, **He** the said *F. J.* **Doth** granted, bargained, sold and demised, and by these presents **Doth** grant, bargain, sell and demise unto the said *J. B.* his Executors, Administrators and Assigns, the said Glebe Lands, &c. and all and singular the said Tythes, &c. belonging or payable to him the said *F. J.* as Rector of the said Parish or Parish Church of *L.* aforesaid; **And** all his Estate, Right, Title and Interest of, in and to the same respectively, **To have and to hold** the said Glebe Lands, &c. and all and singular other the Premises hereby demised, or meant, mentioned, or intended so to be, with their and every of their Appurtenances, unto the said *J. B.* his Executors, Administrators and Assigns, from the Day next before the Day of the Date of these Presents, for and during and to the full End and Term of 99 Years from thence next ensuing, and fully to be compleat and ended, in case the said *F. J.* shall happen to live so Long, without Impeachment of Waste, **Upon the Trusts** and under and subject to the Proviso and Agreements herein aftermentioned, expressed and declared, of and concerning the same, (that is to say) **Upon Trust** to permit and suffer the said *F. J.* and his Assigns to enjoy, receive and take the Rents, Issues, Tythes, Dues and Profits of the said Glebe Lands, Messuage or Tenement and Premises hereby demised, or mentioned or intended so to be, and every of them, to and for his and their own Use and Benefit, until Default shall happen to be made of or in Payment of the said Annuity or yearly Rent or Sum of 30 *l.* or some Part thereof, on the Days and Times herein before limited or appointed for Payment thereof; **And upon this further Trust,** That in case the same Annuity or yearly Rent or Sum of 30 *l.* or any Part thereof, shall happen to be behind or unpaid, by the Space of sixty Days next over or after any of the said Feast Days or Times of Payment, whereon the same is herein before appointed to be paid as aforesaid (being lawfully demanded), then and so often it shall and may be lawful to and for the said *J. B.* his Executors, Administrators and Assigns, from Time to Time during the natural Life of the said *F. J.* by and out of the Rents, Issues, Tythes, Dues and Profits of the said Glebe Lands, Messuage or Tenements and Premises hereby demised, or mentioned or intended so to be, and belonging and payable to him the said *F. J.* as Rector of the said Parish or Parish Church of *L.* aforesaid, or by demising, leasing or mortgaging the same, or any Part thereof, for and during any Part of the said Term of 99 Years, in case the said *F. J.* shall happen to live so long, or by such other Ways or Means, for and during the natural Life of the said *F. J.* as to the said *J. B.* his Executors, Administrators or Assigns, shall seem meet and necessary, to raise and levy such Sum and Sums of Money as shall be sufficient, from Time to Time, to pay and satisfy the said Annuity or yearly Rent or Sum of 30 *l.* or so much thereof as shall, from Time to Time during the Life-time of the said *F. J.* happen to be in Arrear and unpaid, together also with all Costs, Charges, Damages and Expences, as the said *A. B.* or the said *J. B.* respectively, or their respective Executors, Administrators or Assigns, or any of them, shall sustain, expend or be put unto, for or by Reason of the Nonpayment of the said Annuity or yearly Rent or Sum of 30 *l.* at the Days and Times, and in Manner herein before in that Behalf mentioned, and shall and do pay, apply and dispose of the same Monies accordingly; **And** shall and do permit and suffer the said *F. J.* and his Assigns to receive and take the Residue and Overplus of the said Rents, Issues, Dues and Profits of the said Glebe Lands, Messuage or Tenements and Premises hereby demised, over and above so much thereof as shall be sufficient, from Time to Time, to pay and satisfy the said Annuity or yearly Rent or Sum of 30 *l.* and all Arrears thereof, and all costs, Charges and Expences, attending the Execution of the Trusts before mentioned, to and for his and their own Use and Benefit: **Provided always nevertheless,** and it is the true Intent and Meaning of these Presents, and of all the said Parties hereto, and the said *A. B.* doth hereby for himself, his Executors, Administrators and Assigns covenant, promise and agree, to and with the said *F. J.* his Executors and Administrators, by these Presents, that if and in case the said *F. J.* shall and do well and truly pay or cause to be paid to the said *A. B.* his Executors, Administrators or Assigns, the full and clear Sum of ten Pounds of lawful Money of Great Britain, on or before or within thirty Days next after the Feast Day of St. Michael the Arch-angel next ensuing the Date of these Presents, being the

Consideration
of a Demise
to a Trustee.

Habendum for
99 Years, if
Grantor so
long lives.

Upon Trust
to permit
Grantor to
enjoy until
Default in
Payment of
the Annuity.

And upon fur-
ther Trust in
case of Non-
payment.

To raise and
levy so much,
&c. as will
pay the An-
nuity and all
Arrears and
Costs.

And permit
Grantor to
receive the
Overplus.

Proviso that
if Grantor
pay 10 *l.* eve-
ry half Year,
the same shall
be in full for
the Annuity
of 30 *l.*

the second Quarter or half yearly Feast Day, appointed for the Payment of the said Annuity of 30 *l.* as aforesaid, and so from Time to Time, at or before or within thirty Days next after every other succeeding half yearly Feast or Day of Payment, shall and do well and truly pay, or cause to be paid unto the said *A. B.* his Executors, Administrators or Assigns, the Sum of ten Pounds of lawful Money of *Great Britain*, and shall continue during the Life-time of him the said *F. J.* by such half yearly Payments of ten Pounds, to pay and satisfy the said Annuity to the said *A. B.* his Executors, Administrators or Assigns, that he the said *A. B.* his Executors, Administrators or Assigns, shall and will receive and accept of such Sums of ten Pounds so to be paid by half yearly Payments, in full Payment, Discharge and Satisfaction, of any greater Sum of Money so agreed to be paid as aforesaid, and as and for full Payment of the said Annuity or yearly Rent or Sum of 30 *l.* any thing herein before in these Presents contained to the contrary thereof in any wise notwithstanding. **In Witness** whereof, &c.

N. B. 'Tis usual with this Grant for the Purchaser to take a Bond for the Payment of the Annuity, and a Warrant of Attorney to confess Judgment thereon, that the Judgment may be entered up and remain a Security for the Money, in case the Incumbent should resign, or be deprived of his Living. For an Assignment of this Grant, and the Bond of Judgment, Vid. Tit. Assignments.

A Grant of Rent for a Marriage Settlement.

THIS Indenture made, &c. Between *E. G.* of, &c. of the one Part, and *R. R.* and *J. G.* Son and Heir apparent of the said *E. G.* of the other Part: **Whereas** there is a Marriage intended shortly to be had and solemnized betwixt the said *J. G.* and *A. R.* Daughter of the said *R. R.* **Now this Indenture witnesseth**, That for and in Consideration of the said intended Marriage, and of the Sum of ten thousand Pounds of current Money of *Great Britain*, to him the said *E. G.* as the Marriage Portion of the said *A.* by the said *R. R.* at or before the Enfealing and Delivery of the Presents well and truly paid, the Receipt whereof the said *E. G.* doth hereby acknowledge: **And** for providing a present Maintenance for the said *E. G.* and *A. R.* during the Life of the said *E. G.* in case the said intended Marriage shall take effect, he the said *E. G.* hath given, granted and confirmed, and by these Presents **Doth** give, grant and confirm unto the said *J. G.* one Annuity or yearly Rent-Charge of eight hundred Pounds of lawful Money of *Great Britain*, to be yearly issuing and going out of the Manor or Lordship of *D.* and all and singular the Messuages, Lands, Tenements and Hereditaments whatsoever of the said *G.* situate, lying and being in the said Parish of *D.* in the said County of, &c. **To have and to hold**, perceive, and yearly to receive, take and enjoy the said Annuity or yearly Rent-Charge of eight hundred Pounds to the said *J. G.* and his Assigns, for and during the Term of 99 Years, commencing immediately from and after the Solemnization of the said intended Marriage, and fully to be compleat and ended, if the said *E. G.* and *J. G.* shall so long jointly live, and to be payable yearly, at the four most usual Feasts or Terms in the Year, (that is to say) the Annunciation of the Blessed Virgin *Mary*, the Feast of *St. John* Baptist, the Feast of *St. Michael* Archangel, and the Birth of our Blessed Lord and Saviour *Jesus* Christ, by even and equal Portions, the first Payment thereof to begin and be made at the feast of the Annunciation next ensuing the Solemnization of the said intended Marriage: **And** the said *E. G.* doth hereby further grant and agree, **That** if it shall happen the said Annuity or yearly Rent-Charge of eight hundred Pounds *per Ann.* or any Part thereof, be behind or unpaid at any of the Days and Times whereon the same ought to be paid, that then and so often it shall and may be lawful to and for the said *J. G.* into and upon the said Mannor, Messuages, Lands, Tenements, Hereditaments, and Premises, out of which the said yearly Rent is granted, or mentioned to be granted, to be issuing or mentioned to be issuing as aforesaid, and into every or any Part or Parcel thereof, at his and their Liberty, Choice and Pleasure, to enter and distrain for the said yearly Rent of eight hundred Pounds, and Arrears thereof, and the Distress and Distresses then and there so found to take, lead, drive or carry away, and impound, and impounded to detain and keep, until the same yearly Rent of eight hundred Pounds, and all arrears thereof, for which such Distress or Distresses shall be made as aforesaid, shall be unto the said *J. G.* or his Assigns fully satisfied, contented and paid: **And further**, if it shall happen the said yearly Rent, or any Part thereof, to be behind and unpaid by the Space of forty Days next after any of the said Days, on which the same ought to be paid as aforesaid, **That** then and so often and from Time to Time it shall and may be lawful to and for the said *J. G.* and his Assigns, into and upon the said Manor, Messuages, Lands, Tenements, Hereditaments, and all and singular other the Premises, out of which the said yearly Rent is granted, or hereby mentioned to be granted, to be issuing, or mentioned to be issuing as aforesaid, and into every or any Part or Parcel thereof, at his and their Liberty to enter, and the same to retain,

retain, hold and keep, until the same yearly Rent of eight hundred Pounds, and every Part thereof, or such Part or Parts of the said yearly Rent, and of the Arrearages thereof, as shall be then behind and unpaid, and all Damages, Costs, Charges and Expences in and about, or by Reason of any Non-payment of the same happening, out of the Rents, Issues and Profits thereof, shall be fully satisfied, contented and paid: **And** the said *E. G.* doth hereby for himself, his Heirs, Executors and Administrators covenant, promise and grant to and with the said *J. G.* his Executors and Administrators, that for and notwithstanding any Act or Thing by the said *E. G.* had, made, done, committed or suffered to the contrary, he is right-fully and lawfully seised of and in the said Manors, Messuages, Lands, Tenements, Hereditaments and Premises, for and during the Term of his natural Life: **And** hath full Power and lawful Authority by these Presents, to charge the said Premises, and every Part thereof, with the said yearly Rent of Eight hundred Pounds, in Manner and Form aforesaid. **And** that he will well and truly pay and satisfy the same, by Quarterly Payments, at such Feasts, Days or Times as before appointed for the Payment thereof, without any Defalcation or Abatement, for or by reason of any Taxes or Impositions whatsoever, that shall be taxed, imposed or assessed upon the said Rent-charge of Eight hundred Pounds hereby granted or mentioned to be granted, or upon the said *J. G.* or his Assigns, for or by reason or in respect of the said Rent-charge, by any Act of Parliament already or hereafter to be made. **And** that he the said *E. G.* shall and will bear and pay the same, and save and keep harmless and indemnified the said *J. G.* and his Assigns, of and from the Payment thereof. **And further**, the said *E. G.* for himself, his Heirs, Executors and Administrators doth hereby covenant, promise and agree to and with the said *R. R.* his Executors and Administrators, that if it shall happen the said *J. G.* to die in the Life-time of the said *E. G.* leaving any Child or Children born, or in *ventre sa mere* by him lawfully begotten upon the Body of the said *A. R.* his intended Wife, **That** then the said *E. G.* shall and will at his own proper Costs and Charges, provide for, and well and sufficiently maintain all and every such Child and Children, with necessary and convenient Meat, Drink, Lodging, Cloathing, Attendance, Education and Provision suitable to their Degree, Quality, Ages and Conditions. **In Witness, &c.**

Covenant that he is Tenant for Life.

And hath full Power to settle. Covenant to pay the Rent.

And to indemnify *A. B.* from the Payment thereof.

The Grantor will maintain all and every the Children left by *C. D.* at his Decease or in *Ventre sa mere*.

Before Marriage, of an Annuity (or Pin-Money) upon Trust for the intended Wife's separate Use, over and above a Settlement of equal Date.

THIS Indenture Tripartite made, &c. **Between** *G. P.* of———Esq; of the first Part, (*The intended Husband*) *T. B.* one of the Sisters of Sir *T. B.* of——— (*The intended Wife*) of the second Part, and Sir *J. C.* of——— and *J. C.* of——— (*Trustees*) of the third Part. **Whereas** a Marriage is, by God's Permission, intended to be shortly had and solemnized between the said *G. P.* and *T. B.* and the said *G. P.* out of the great Love and Affection he hath and beareth to the said *T.* his intended Wife, hath agreed, over and above the Settlement and Provision made for the said *T.* on his said intended Marriage, by Settlement bearing equal Date herewith, to settle the annual Sum of 100*l.* Tax free, on the said *T.* for her Pin-Money, during the joint Lives of the said *G. P.* and *T. B.* his intended Wife: **Now this Indenture witnesseth**, that in Performance of the said Agreement, and in Consideration of the Sum of 10*s.* of, &c. to the said *G. P.* by the said Sir *J. C.* and *J. C.* in Hand, &c. the Receipt, &c. **He** the said *G. P.* **hath** given, granted and confirmed, and by these Presents **doth** give, &c. unto the said Sir *J. C.* and *J. C.* **One** annual Sum, Payment or yearly Rent-Charge of 100*l.* to be issuing and going out of **All** that, &c. **To have**, hold, perceive, receive and enjoy the said annual Payment or yearly Sum of 100*l.* to the said Sir *J. C.* and *J. C.* their Heirs and Assigns, during the joint Lives of the said *G. P.* and *T. B.* to be paid quarterly at *Christmas*, *Lady-Day*, *Midsummer*, and *Michaelmas* without any Deduction or Abatements for Taxes Parliamentary or others, or other Matter or Thing whatsoever; the first Payment to be made on such of the said Feasts as shall next happen after the Solemnization of the said intended Marriage; **And** if it shall happen that the said annual Sum or yearly Sum of 100*l.* be behind, &c. (*Clause for Trustees to distrain on Non-Payment; and a Covenant, that if the Marriage takes Effect, the Husband will pay the said Annuity, Vid. Tit. Covenants.*) **And** it is hereby declared and agreed by and between all the said Parties to these Presents, that the said annual Sum of 100*l.* so granted to the said Sir *J. C.* and *J. C.* as aforesaid, is upon Trust (*To pay the same to the Wife's separate Use, notwithstanding her Coverture. Vid. Tit. Uses.*) (*Proviso added, that if the Annuity be behind for more than two Years, no Demand or Distress to be made. Vid. Tit. Proviso.*) **In Witness, &c.**

Recital of Marriage intended. And Agreement to settle Pin-Money. Consideration.

Grant.

Habendum.

Clause of Distress. Covenant to pay the Money.

Declaration. Trust.

A Bargain and Sale in Consideration of Affection and Annuity of Stock in the Orphan's Fund, by S. H. to T. T. and in Consideration thereof T. T. grants S. H. an Annuity for Life.

CONFIDERA- tion. **T**HIS Indenture, made, &c. Between S. H. of, &c. of the one Part, and T. T. of &c. of the other Part, **Witnesseth**, that the said S. H. for and in Consideration of the Affection she beareth towards the said T. T. and also in Consideration of the Annuity or yearly Sum of 194*l.* to her the said S. H. yearly to be paid by the said T. T. his Executors and Administrators, during the Term of the natural Life of the said S. H. herein after granted, bargained and sold to the said S. H. or her Assigns, or mentioned or intended so to be, and in Consideration of the Sum of 5*s.* of, &c. to the said S. H. in Hand paid by the said T. T. at, &c. the Receipt, &c. and for other, &c. moving, **Doth** given, granted, bargained and sold, and by these Presents **Doth** give, &c. unto the said T. T. his Executors and Administrators, **All** the Right, Title, Interest, Claim, Property, Share and Demand, of her the said S. H. of, in and to 7240*l.* in the Stock or Fund called or known by the Name of the Orphan's Debt, London, and also of, in and to the Sum of 477*l.* 3*d.* formerly also in the said Stock or Fund, and which was paid off and discharged by the City of London aforesaid, on or about the 14th Day of January, and which said several Sums of 7240*l.* and 477*l.* 3*d.* were late Part of the personal Estate of D. R. H. deceased, Brother of the said S. H. and amongst other Things devised to them the said S. H. and T. T. in and by the last Will and Testament of the said D. R. H. in Manner therein mentioned and expressed; **To have, hold and enjoy** the same, and every Part and Parcel thereof to him the said T. T. his Executors and Administrators, to and for the only Use and Behoof of him the said T. T. his Executors and Administrators. **And this Indenture further witnesseth**, that the said T. T. for and in Consideration of the Grant and Sale of the Interest of Her the said S. H. of, in and to the said 7240*l.* and also of, in and to the said 477*l.* 3*d.* as aforesaid, and also in Consideration of the Sum of 5*s.* of, &c. to the said T. T. in Hand paid, by the said S. H. at or before, &c. the Receipt, &c. and for other, &c. moving, **Doth** given, granted, bargained and sold, and by these Presents **Doth** give, &c. unto the said S. H. and her Assigns, **One** Annuity or yearly Sum of 194*l.* **To have**, perceive, take and enjoy the same Annuity to her the said S. H. and her Assigns, for and during the Term of the natural Life of her the said S. H. the same to be paid to the said S. H. or her Assigns yearly, for and during the Term aforesaid, at or in the House in which the said S. H. now dwelleth, in the Town of W. aforesaid; the first Payment thereof to be made on ——— next ensuing the Date of these Presents, and so from henceforth to continue, and yearly to be paid to the said S. H. or her Assigns, during the natural Life of the said S. H. as aforesaid. (Covenant, That T. T. shall pay the said Annuity in Manner aforesaid; and that if S. H. survives T. T. he having neither Wife nor Child at his Death, his Executors shall pay S. H. 1500*l.* Vid. Tit. **Covenants**; Proviso, That after Payment of the said 1500*l.* 40*l.* of the said Annuity shall cease, Vid. Tit. **Proviso**). **In Witness**, &c.

Sale.

of Stock.

Habendum.

Consideration.

Grant.

Habendum.

Covenants. Provisoes.

Of an Annuity or Rent-Charge, to commence after the Death of the Grantor, if the Grantee survives, issuing out of all the Grantor's real Estate.

CONFIDERA- tion. **T**HIS Indenture, made, &c. Between C. W. of, &c. Esq; of the one Part, and C. D. of, &c. of the other Part, **Witnesseth**, that as well for and in Consideration of the past faithful Services of the said C. D. towards the said C. W. and for securing a Provision immediately from and after the Death of the said C. W. for the Maintenance and Support of the said C. D. during his Life, in Case he the said C. D. shall survive the said C. W. as for and in Consideration of the Sum of 10*s.* of, &c. to the said C. W. in Hand paid, by the said C. D. at or before, &c. the Receipt, &c. and for divers, &c. he the said C. W. **Doth** given, granted and confirmed, and by these Presents **Doth** give, &c. unto the said C. D. **One** Annuity or yearly Rent-Charge of 500*l.* of, &c. to be issuing and going out of all and every the Messuages, Farm, Lands, Tenements, Hereditaments, and real Estate whatsoever, of the said C. W. situate, &c. **To have, hold**, perceive, receive, take and enjoy the said Annuity or yearly Rent-Charge of 500*l.* unto the said C. D. and his Assigns, from and immediately after the Death of the said C. W. for and during the Term of the natural Life of the said C. D. the Annuity or yearly Rent-Charge of 500*l.* to be payable and paid yearly in the Inner Temple Hall, London, without any Deduction, Default or Abatement, for or by Reason of any Charges of Return, or any Taxes, Charges or Assessments whatsoever, imposed or to be imposed on the said annual Sum of 500*l.* or on the Lands charged with

Grant.

Habendum.

Consideration of faithful Services.

with the Payments thereof, or on the said *C. D.* in Respect thereof, by Authority of Parliament, or otherwise howsoever, at the four most usual Quarter Days or Times of Payment in the Year, that is to say, at *Lady Day, Midsummer, Michaelmas, and Christmas*, by equal Portions; the first Payment to begin and be made on such of the said Days or Times of Payment, as shall first and next happen after the Death of the said *C. W.* (*Covenants to disstrain and enter on Non-Payment, Vid. before, and Tit. Covenants*). In Witness, &c.

A Grant of the next Turn or Right of Presentation to a Rectory and Parish-Church.

THIS Indenture made, &c. Between *A. B.* of, &c. of the one Part, and *C. D.* of, Consideration. &c. of the other Part, Witnesseth, that the said *A. B.* for and in Consideration of the Sum of 1000*l.* of lawful money of Great Britain, to him in Hand well and truly paid by the said *C. D.* at and before the Sealing and Delivery of these Presents, the Receipt whereof he the said *A. B.* doth hereby acknowledge, and thereof and therefrom, and of and from every Part and Parcel thereof, doth acquit, release and discharge the said *C. D.* his Executors, Administrators and Assigns, Hath granted, bargained, sold, assured and confirmed, Grant. and by these Presents Doth grant, bargain, sell, assure and confirm unto the said *C. D.* his Executors, Administrators and Assigns, the next Turn or Right of Presentation, Avoidance, Donation, Nomination and free Disposition of, in and to the Rectory or Parish Church of *C.* with the Chapel of *D. P.* annexed, in the County of *S.* and Diocese of the Bishop of *W.* and all Messuages, Cottages, Tenements, Glebe Lands, and all other Lands, Meadows, Pastures, Feedings, Tythes, Oblations, Obventions, Waters, Fishings, Profits, Commodities, Advantages, Hereditaments, Rights, Members and Appurtenances whatsoever, to the said Rectory, Parsonage Church and Chapel, every or any of them respectively belonging, or in any wise appertaining, or therewith had, used, held, occupied or enjoyed, as Part, Parcel or Member thereof, when the same shall become vacant by the Death, Cession, Deprivation or Resignation of *R. B.* Clerk, now Incumbent thereof, or by any other Ways or Means whatsoever; To have, and to hold the said next; Turn or Right of Presentation, Donation, Nomination and free disposition to him the said *C. D.* his Executors, Admini- Habendum. strators and Assigns, in Order for him or them to present one fit Person to the said Rectory, or Church and Chapel aforesaid, when the same shall become vacant, to officiate in the same Church and Chapel, and receive and take the Rents, Issues and Profits of the same, to and for his sole Use and Benefit. And the said *A. B.* for himself, his Heirs, Executors, That Grantor Administrators and Assigns, doth covenant, promise, grant and agree to and with the said is lawful *C. D.* his Executors, Administrators and Assigns in Manner following (that is to say) That Owner. he the said *A. B.* is the true and lawful Owner and Patron of the said Rectory, or Church and Chapel aforesaid, and is thereof lawfully seised of a good, sure, perfect and indefea- And lawfully sible Estate of Inheritance in Fee-simple; And now at the Time of the Sealing and Delivery seised and hath Power of these Presents, hath good Right, full Power, and lawful and absolute Authority to grant, to grant. bargain, sell, assure and confirm unto the said *C. D.* his Executors, Administrators and Assigns, the said next Presentation, Donation, Nomination and free Disposition of the said Rectory or Church and Chapel, in Manner and Form aforesaid. And also that it shall and That Grantee may be lawful to and for the said *C. D.* his Executors, Administrators and Assigns, to pre- may present. sent some fit Person to the next Avoidance thereof, whensoever the same shall become void. And also that the said *C. D.* his Executors, Administrators and Assigns, and every of them, shall and lawfully may from Time to Time, and at all Times hereafter, peaceably and quietly For quiet Enjoyment. have, hold, use, occupy, possess and enjoy the said next Presentation or Avoidance of the said Rectory, or Church and Chapel herein before granted, with their Appurtenances without the lawful Let, suit, Trouble, Molestation, Interruption, Eviction, Disturbance or Denial of him the said *A. B.* his Heirs, Executors, Administrators and Assigns, or any of them, or of any other Person or Persons whatsoever, lawfully claiming or to claim the same by, from, or under him, them, or any of them. In Witness whereof, &c.

Grant of the next Presentation by Husband and Wife, in case the Living shall become void in the Wife's Life, it being Part of her Settled Estate for Life, with a Covenant to levy a Fine, Sur Concesserunt.

THIS Indenture made the—Day of, &c. 1759, Between *A. B.* of — and *E. B.* his Wife, of the one Part, and *C. D.* of, &c. of the other Part. Whereas by Virtue of one Indenture of Settlement, bearing Date on or about the 14th Day of November 1739, and made or mentioned to be made between *J. T.* of *W.* &c. of the one Part, and *J. H.* of, &c. and *J. W.* of, &c. of the other Part, the Advowson and Right of Patronage of and unto the Rectory and Parish Church of *W.* in the County of *E.* with their several and re- spective

spective Rights, Members and Appurtenances were, for the Considerations therein mentioned, settled and limited to the Use of the said *E. B.* (then *E. H.*) for her Life, with divers Remainders over. **And whereas** the said *C. D.* hath contracted and agreed with the said *A. B.* and *E.* his Wife, for the Purchase of the Right of Presentation to the said Rectory and Parish Church of *W.* when and so often as the same shall or may be, or may become void during the Life of her the said *E. B.* and is to give for such Purchase the Sum of 500 *l.* of lawful Money of *Great Britain*, to be paid in the Manner herein after mentioned, **Now this Indenture Witnesseth**, that for and in consideration of the Sum of 100 *l.* of good and lawful Money of *Great Britain* to the said *A. B.* and *E.* his Wife, or one of them, in Hand well and truly paid by the said *C. D.* at or before the Sealing and Delivery of these Presents, the Receipt whereof is hereby acknowledged; **And also** in Consideration of the further Sum of 400 *l.* secured to be paid to the said *A. B.* and *E.* his Wife or one of them, within three Months next after the Death of the Rev. *G. A.* the present Incumbent of the said Rectory or Parish Church of *W.* in case he should happen to die in the Life-time of the said *E. B.* they the said *A. B.* and *E.* his Wife **have** and each of them **hath** granted, bargained and sold, and by these Presents **Doth** grant, bargain and sell unto the said *C. D.* his Executors, Administrators and Assigns, **All** that the Right of Presentation, Donation, Collation and free Disposition of, in and to the Rectory and Parish Church of *W.* in the said County of *E.* when and so often as the same shall become void by the Death, Resignation or Deprivation of the Rev. *G. A.* the present or any other Incumbent thereof or otherwise howsoever, in the Life-time of the said *E. B.* together with all Issues, Profits, Privileges, Rights, Member and Appurtenances whatsoever to the same Rectory and Parish Church belonging, or in any wise appertaining or accepted, reputed, adjudged or taken to be as Part, Parcel or Member thereof, and all the Right, Title, Interest, Property, Claim and Demand whatsoever, of them the said *A. B.* and *E.* his Wife, or either of them, at Law or in Equity, of, in, or to the Right of Presentation and Premises, or any Part thereof, **To have and to hold** the said Right of Presentation of, in and to the said Rectory or Parish Church of *W.* herein before granted, bargained and sold, or mentioned or intended so to be, with the Rights, Privileges, Members and Appurtenances thereof, unto the said *C. D.* his Executors, Administrators and Assigns, during the Life of the said *E. B.* to and for his and their own Use and Benefit. **And** for the better and more effectual granting, conveying and assuring the said Right of Presentation and Premises herein before granted unto the said *C. D.* his Executors, Administrators and Assigns, he the said *A. B.* for himself, his Heirs, Executors and Administrators, and for the said *E.* his Wife, doth covenant and grant to and with the said *C. D.* his Executors, Administrators and Assigns, that they the said *A. B.* and *E.* his Wife, or one of them, shall and will, as of *Michaelmas* Term now next ensuing, or some other subsequent Term, at the Costs and Charges of the said *C. D.* acknowledge and levy before his Majesty's Justices of the Court of Common Pleas at *Westminster*, one Fine *Sur Concesserunt*, according to the usual Course of Fines in such Cases used, unto the said *C. D.* of the Advowson of the Church of *W.* by such apt and convenient Names and Descriptions to ascertain the same, as shall be thought proper and requisite in that Behalf, **To have and to hold** the same unto the said *C. D.* his Executors, Administrators and Assigns, during the Life of the said *E. B.* to the Uses, Ends, Intents and Purposes herein before limited and declared of and concerning the Right of Presentation to the said Parish Church of *W.* aforesaid, and to no other Use, Intent or Purpose whatsoever: **And** the said *A. B.* for himself, his Heirs, Executors and Administrators, and for the said *E.* his Wife, doth hereby covenant and grant to and with the said *C. D.* his Executors, Administrators and Assigns, that they the said *A. B.* and *E.* his Wife now have in themselves, or one of them hath in himself or herself, good Right, &c. to grant; **And also** that he the said *C. D.* his Executors, Administrators, or Assigns, or some one of them, shall and may from Time to Time, and at all Times hereafter, when and as often as the said Rectory and Parish Church of *W.* aforesaid shall become void during the Life of the said *E. B.* present any Person duly qualified according to Law, to be Rector of the said Parish Church of *W.* aforesaid, in order to be instituted and inducted in the said Church; which Person or Persons so to be presented by the said *C. D.* his Executors, Administrators or Assigns, and instituted and inducted as aforesaid, shall and may peaceably and quietly, &c. (*The Covenant for quiet Enjoyment, free from Incumbrances.*) **And moreover** that they the said *A. B.* and *E.* his Wife and their Heirs, and all and every other Person or Persons whosoever, having or lawfully claiming, or which shall or may have or lawfully claim, any Estate, Right, Title, Trust or Interest of, in or to the said Advowson, Rectory or Parish Church aforesaid, shall and will from time to Time, and at all Times during the Life of the said *E. B.* make, do, acknowledge, &c. (*The Covenant for further Assurance.*) **In Witness, &c.**

Another Grant of an Advowson of a Rectory and Parish Church.

THIS Indenture Tripartite, made, &c. between the Right Honourable P. Earl of B. of the first Part, the Right Honourable W. Lord L. of the second Part, and Sir T. A. of, &c. Baronet, J. H. of, &c. Esq; and F. B. of, &c. of the third Part, **Witnesseth**, that for and in consideration of the sum of 5 s. of, &c. to them the said Earl of B. and W. Lord L. in Hand paid by the said Sir T. A. J. H. and F. B. at, &c. the Receipt, &c. **He** the said Earl and the said W. Lord L. by the Direction and Appointment of the said Earl, testified by his being made a Party to and his Signing and Sealing of these Presents, **Have** and each of them **Doth** given and granted, and by these Presents **Do** and each of them **Doth** give, &c. unto them the said Sir T. A. J. H. and F. B. their Executors, Administrators and Assigns, **All** that the next and immediate Advowson, Donation, Collation, Presentation and free Disposition of them the said Earl and W. Lord L. and either of them, of and to the Rectory and Parish Church of Y. alias X. in &c. with its Appurtenances, when the said Rectory and Parish Church of Y. alias X. shall become void in the Life-time of the said P. Earl of B. by the Death, Resignation, Deprivation, Promotion, or Cession of P. St. J. Clerk (the present Incumbent thereof or otherwise); so that it shall and may be lawful to and for them the said Sir T. A. J. H. and F. B. their Executors, Administrators or Assigns, any fit Person or Persons, as the said Earl of B. by Writing under his Hand shall nominate, direct or appoint, to the said Rectory, to the Diocesan thereof, or any other competent Judge in that Behalf, to present, when the same present Church shall become void, by any Ways or Means whatsoever, so as such Avoidance happen in the Life-time of the said Earl, and not otherwise. **In Witness**, &c. (interchangeably).

R. W.

Of a Presentation in Trust.

TO all People to whom these Presents shall come, the Right Honourable R. Earl of M. sendeth Greeting. **Know ye**, and witness these Presents, that the said R. Earl of M. for the great Kindness he has for T. B. Doctor in Divinity, and for divers other good Causes and Considerations him thereunto moving, he the said Earl **Doth** (at the Request and Nomination of the said Doctor T. B. (given and granted, and by these Presents **Doth** give and grant unto the Honourable C. M. (one of the Commissioners of his Majesty's Treasury) and J. M. his Brother, Esq; their Executors, Administrators, and Assigns, the next Avoidance of, or Presentation to the Parish Church of St. A. when the same shall next become void by the Death or Resignation of Dr. T. M. the present Incumbent there, or otherwise; **To have and to hold** the said next Avoidance or Presentation unto the said C. M. and J. his Brother, their Executors, Administrators and Assigns, **In Trust** nevertheless for the said T. B. or such other Person, as the said T. B. his Executors, Administrators or Assigns, shall, in that Behalf, nominate to be Rector of the said Parish Church of St. A. when it shall next become void. **In Witness** whereof the said R. Earl of M. hath set his Hand and Seal the 11th Day of November, &c.

A Grant of the next Presentation of a Rectory, made by Trustees and Cestuy que Trust.

TO all to whom, &c. S. S. H. Wife of, T. S. H. of, &c. Esq; and Sister and Heir of the most noble E. late Duchess of, &c. deceased, M. H. of &c. Esq; and H. E. of, &c. Gent. (which said M. H. and T. F. are the two acting Executors and Devisees in Trust named in the last Will and Testament of the Duchess) send Greeting. **Know ye**, that for divers good Causes and Considerations hereunto specially moving, that the said M. H. and H. F. by the special Direction of the said S. S. H. testified by her being Party to, and Signing and Sealing these Presents, **Have**, and each of them **Doth** (pursuant to the Powers and Authorities to them given in and by the said Will of the said E. Duchess of, &c.) given and granted, and the said S. S. H. hath ratified, appointed and confirmed, and by these Presents they the said M. H. and H. F. **Do**, and each of them **Doth** fully, clearly and absolutely give and grant, and the said S. S. H. doth ratify, appoint and confirm unto W. B. of, &c. Gent. the next Advowson, Donation, Collation, Presentation and Right of Patronage, of, in and to the Rectory or Parish Church of, &c. in the County of B. with just Right, free Liberty and full Power and Authority to him the said W. B. whensoever the said Rectory or Church of M. C. shall happen to be void by the Death, Resignation, Cession or

Presentation of the Reverend *J. B.* the present Incumbent, or otherwise, to present such fit and able Person to the proper Ordinary of the Diocese for the Time being, to serve the said Rectory or Church, as Rector thereof, as the said *W. B.* shall think fit, without any the Let Suit or Disturbance of the said *S. S. H. M. H.* and *H. F.* or any claiming or to claim, by, from or under them, any or either of them. **In Witness** whereof the *S. S. H. M. H.* and *H. F.* have hereunto set their Hands and Seals this first Day of, &c.

A Grant of Tythes.

THIS Indenture, &c. Between *A.* of the one Part, and *B.* of the other Part, **Witnesseth**, that for and in Consideration of the Sum of 10 s. of, &c. to the said *A.* in Hand, &c. by *B.* at, &c. the Receipt, &c. and in Pursuance and Performance of certain Articles of Agreement, bearing Date the, &c. made, &c. between the said *A.* of the one Part, and the said *B.* of the other Part, and for divers, &c. **She** the said *A.* **Doth** granted, bargained, sold, aliened, remised, released and confirmed, and by these Presents **Doth**, &c. unto the said *B.* his Heirs and Assigns, (a) **All** those Tythes of Corn, Grain and Hay, arising, renewing, happening or coming within the Town, Hamlet, Parish, Fields, Precincts and Territories of *C.* in the County of *T.* with the Appurtenances, and all Glebelands, and Tythes whatsoever, of or belonging to the said *A.* being, arising, renewing, happening or coming within the said Town, Hamlet, &c. of *C.* aforesaid, *cum pertinentiis*, and the Reversion, &c. **To have**, &c. to *B.* his Heirs and Assigns, **To** the only Use and Behoof of the said *B.* his Heirs and Assigns for ever. (*Usual Covenants, &c. viz. Seised; good Right to convey; quiet Enjoyment; free from Incumbrances, and further Assurance.*) **In Witness**, &c.

A Grant of a Pew in a Church.

THIS Indenture made, &c. Between *J. G. S.* of, &c. of the one Part, and *W. P. W.* of *Gray's-Inn, &c.* Esq; of the other Part, **Witnesseth** that for and in Consideration of the sum of 10 Guineas of, &c. to the said *J. G. S.* in Hand paid by the said *W. P. W.* at or before the Sealing and Delivery of these Presents, the Receipt whereof, &c. **He** the said *J. G. S.* **Doth** granted, bargained and sold, and by, &c. unto the said *W. P. W.* his Heirs and Assigns, **All** that Pew or Seat formerly of *J. G.* late of, &c. deceased, late Grandfather of the said *J. G. S.* and now of the said *J. G. S.* situate and being in the Body of the Parish Church of *B.* in the County of *H.* abutting, &c. with the Appurtenances, and also all the Estate, Right, Title, Interest and Property whatsoever, either at Law or in Equity of him the said *J. G. S.* of, in, and unto the same Premises; **To have and to hold** the said hereby granted Pew or Seat, unto the said *W. P. W.* his Heirs and Assigns, to the Use and Behoof of the said *W. P. W.* his Heirs and Assigns for ever, to be used and enjoyed with the Mansion-House of the said *W. P. W.* situate in *H.* aforesaid, within the said Parish of *B.* for ever, or otherwise at the Pleasure of the said *W. P. W.* his Heirs or Assigns; **And** the said *J. G. S.* for himself, his Heirs and Administrators, doth covenant with the said *W. P. W.* his Heirs and Assigns, in Manner following, *viz.* That it shall and may be lawful to and for the said *W. P. W.* his Heirs and Assigns, Tenants or Undertenants of the Mansion-House aforesaid, from Time to Time, and at all Times hereafter, peaceably and quietly to have, use, occupy and enjoy the said hereby granted Pew or Seat, and every Part thereof, without any the lawful Let, Suit, Trouble, Molestation or Interruption, of or by the said *J. G. S.* or his Heirs, or any other Person or Persons whomsoever, lawfully claiming or to claim, by, from, or under him, them, or any of them, or by, from or under the said *J. G.* deceased, free and clear, and freely and clearly acquitted and discharged of and from any former Grants, Bargains, Sales, Intails, Settlements, Wills and all other Titles, Charges and Incumbrances whatsoever made or done by the said *J. G. S.* and *J. G.* deceased, or either of them, or any other Person or Persons whomsoever, lawfully claiming or to claim by, from or under them, or either of them; **And further**, that he the said *J. G. S.* and his Heirs, and all other Person and Persons having or lawfully claiming or to claim any Estate, Right, Title or Interest, in or to the said hereby granted Pew or Seat, by, from, or under the said *J. G. S.* or the said *J. G.* or either of them, shall and will at any Time hereafter, upon the reasonable Request and Charge of the said *W. P. W.* his Heirs or Assigns, make, do, levy, execute and acknowledge, or cause and procure so to be,

(a) Note; There is no Occasion for a Lease for a Year, Tythes being a Thing in Grant and not in Livery.
Q. If not the best Way, by Deed inrolled in Court?

Ans/w. Yes.

be, all and every such further and lawful Act, Deed, Matter or Thing in the Law whatsoever, for the better Conveying, Assuring and Confirming the said Pew or Seat unto and to the Use of the said *W. P. W.* his Heirs and Assigns for ever, be the same by Deed or Deeds, Fine or otherwise, so as for the doing thereof, no Person or Persons be obliged or compelled to travel from his, her or their then Place or Places of Abode, and so as no such further Assurance or Assurances contain no further or other Warranty or Covenant than against the Persons that shall make the same, and their Heirs, and all Persons lawfully claiming or to claim, by, from, or under them. **In Witness, &c.**

Grant of a Moiety of the Fees and Profits of the Transfer Office, and 100 l. per Ann. out of the other Moiety (deducting incident Charges) so long as the Grantee shall in Person faithfully and diligently execute the same Office.

THIS Indenture made, &c. **Between** *T. N.* of *W.* Esq; of the one Part and *D. T.* of, &c. Esq; of the other Part. **Whereas**, &c. (*recite the Act and Patent relating thereto*): **And whereas** the said *T. N.* hath by a certain Deed of even Date with these Presents, constituted and appointed the said *D. T.* his lawful Deputy, to hold and enjoy the said Office, together with the Salary or Allowance of 150 *l. per Ann.* in Manner as therein mentioned: **Now this Indenture witnesseth**, that the said *T. N.* (for the better Encouragement of him the said *D. T.* faithfully to execute the said Office, and for divers other good Causes and valuable Considerations him thereunto specially moving) **hath** given and granted, and by these Presents **Doth** give and grant unto the said *D. T.* **One** Moiety or Half-Part of all and every the Fees, Perquisites and clear Profits which shall arise, accrue or become due for or by Reason of the said Transfer-Office, (All Charges in House-Rent, Repairs and Taxes, (over and above the said 100 *l. per Ann.* allowed for the same by the said Act) and all other Charges and Expences whatsoever, of or by Reason of the said Transfer-Office, being first thereout taken and deducted); **To hold** and enjoy the said Moiety or Half-Part of the said Fees, Perquisites and clear Profits of the said Office, after such Deduction as aforesaid, unto the said *D. T.* from the Feast-Day of *St. Michael the Archangel* next ensuing the Date hereof, for so long Time as he the said *D. T.* shall with his own Person diligently and faithfully execute the said Office: **And this Indenture further witnesseth**, that the said *T. N.* out of his further Respect and good Intentions to the said *D. T.* and also for the Considerations aforesaid **hath** given and granted, and by these Presents **Doth** give and grant unto the said *D. T.* the Sum of 100 *l. per Ann.* to be issuing and payable out of the other Moiety of the clear Profits, Fees and Perquisites of the said Transfer-Office, (if there shall be such clear Profits) (all Incident and Collateral Charges concerning the Management of the said Office, over and besides what is allowed by the said Letters Patent for House-Rent, House-Keeper, Clerks and Taxes, being first deducted); **To hold**, enjoy, receive and take the said 100 *l. per Ann.* from the Feast-Day of *St. Michael the Archangel* next ensuing the Date hereof, for so long Time as he the said *D. T.* shall in his own proper Person exercise and manage the said Office of Deputy to the Satisfaction of the said *T. N.* **Provided** always, and if it is declared and agreed, that by the Fees, Perquisites and Profits of the said Transfer-Office, the Salary or Allowance of 1800 *l. per Ann.* nor any Part thereof, is not intended to be comprehended or included, but that the same shall remain entire to, and in the Disposition of the said *T. N.* (except that 150 *l. per Ann.* thereof, which is by the said Deed of even Date herewith granted by the said *T. N.* to the said *D. T.* as aforesaid): **Provided** also, that the said *D. T.* shall not once in every Month, (if requested so to do) and at every other Time and Times, within ten Days after he shall be requested so to do by the said *T. N.* state and make up a true and just Account of all and every the Fees, Perquisites and Profits, and of all and all Manner of direct or collateral Benefits and Advantages whatsoever, which he shall make or receive, for or by Reason of the said Office, and shall make Oath, if so required by the said *T. N.* before some Master of the Court of Chancery, of the Justness and Truth of such Accounts, and do and shall well and truly pay and satisfy to the said *T. N.* one Moiety of such Fees, Profits, Benefits and Advantages, (the Sum of 100 *l. per Ann. pro rata* for the Time he shall so account, being by the said *D. T.* retained and deducted) then this present Indenture, and every Grant, Matter and Thing herein contained, shall cease and be void; **And** the said *D. T.* for himself, and his Heirs, doth covenant and grant to and with the said *T. N.* to account with and pay to the said *T. N.* or his Assigns, in Manner and Form as aforesaid. **In Witness, &c.**

A Grant of an Executorship, and of all such Goods, &c. as the Executor hath or ought to have thereby, with a Letter of Attorney, and divers good Covenants.

THIS Indenture, made, &c. Between M. C. &c. Executrix of the last Will and Testament of E. C. late of, &c. aforesaid, Widow, deceased, of the one Part, and J. S. of, &c. aforesaid, of the other Part, **Witnesseth**, that the said M. C. for and in Consideration of, &c. hath given, granted, bargained and sold, and by these Presents **Doth** give, &c. unto the said J. S. his Executors, Administrators and Assigns, all and singular the Goods, Leases, Chattels, both real and Personal, that were belonging unto the said E. at the Time of her Decease, which the said M. hath, or of Right ought to have as Executrix of the last Will of E. or otherwise, and of all Manner of Debts, Duties, Advantages, Commodities and Demands which the said M. her Executors, Administrators or Assigns, hath, might or ought to have, take, challenge or demand as Executrix of the last Will of the said E. or otherwise, by Virtue of the said last Will and Testament. **And further**, the said M. doth for the Consideration aforesaid, make, constitute, and in the Place and Room of her Executors, and Administrators, appoint the said J. S. during his Life, and his Executors, Administrators and Assigns, after his Decease, to be the true and lawful Attorney and Attornies of her the said M. and of the Executors, and Administrators of her the said M. giving and granting unto the said J. S. during his Life, and unto his Executors, Administrators and Assigns, after his Decease, full Power and lawful Liberty, Licence and Authority in the Name of her the said M. her Executors and Administrators, to take, have, ask, receive and levy all and singular such Debts, Duties and Demands which were due and owing unto the said E. as Executor of the said last Will or otherwise, which she the said M. by Force of the said Will, may ask, have, take, demand, receive, recover or levy. **And further**, that he the said J. S. his Executors, Administrators or Assigns, or any of them, shall or may from Time to Time, and at all Times hereafter, in the Name of her the said M. her Executors or Administrators, commence any Action or Actions, Suit or Suits, Plaint or Plaints against any Person or Persons in any Court or Courts whatsoever, or any of them, to arrest for any Debt, Duty, Matter, Cause or Thing whatsoever, due, owing or accrued unto or demandable by the said E. at the Time of her Decease, and Attorney or Attornies in the Name of the said M. to make, constitute, revoke, alter, remove and change; and the same Actions, Suits, Plaints and Arrests, or any of them, shall or may in the Name of the said M. her Executors, Administrators or Assigns, at the Costs and Charges in the Law of the said J. S. his Executors, Administrators and Assigns, prosecute and follow, until Judgment and Execution shall be thereupon had and made, and all and singular such Sum and Sums of Money, Goods, Chattels, Debts and other Things, as shall be so in the Name of the said M. received, recovered, had or levied by the said J. S. his Executors, Administrators or Assigns, shall and may have, hold, keep and retain in the Hands of him the said J. S. his Executors, Administrators or Assigns to his and their proper Use and Behoof, without any Account or other Thing therefore unto the said Executors or Administrators of the said E. yielding, rendering or paying; hereby giving and granting unto her said Attorney, his Executors, Administrators and Assigns, full Power and Authority to do and execute all and every Act and Acts, Thing and Things, touching and concerning the said Premises, in as large and ample Manner in all Respects, as she the said M. can or might make, do or execute. **And further**, that the said M. doth by these Presents, for her, her Heirs, Executors and Administrators, covenant and grant to and with the said J. S. his Executors, Administrators and Assigns, in Manner and Form following, that is to say, That she the said M. hath not, before the Ensealing and Delivery of these Presents, made any Gift, Grant, Bargain, Sale or Release of any of the Goods or Chattels before by these Presents mentioned to be bargained and sold, nor any Release, Acquittance, or other Discharge of any of the Debts, Duties or other Things before by these Presents mentioned to be granted; but that the said J. S. his Executors, Administrators and Assigns, shall and may have and enjoy all and singular the Goods and Chattels before by these Presents given, granted or sold, and receive, have, take, recover, levy and enjoy all and singular the Debts, Duties, Liberties and Authorities, and other Things before by these Presents mentioned to be granted, bargained, sold and assigned unto him, without any Let or Disturbance, or any Revocation or Annihilation of the said M. her Executors, Administrators or Assigns, or of any other Person or Persons, by the Procurement or Assent of the said M. her Executors, &c. **And further**, that the said M. hath not heretofore discharged or released any Debt or Duty or other Thing, which she, as Executrix of the said last Will, or otherwise by Virtue of the said last Will, may, can, might, should or ought to have, take, demand or recover; nor that she the said M. her Executors, Administrators or Assigns, nor

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any other by her or their Consent or Procurement, shall or will at any Time or Times hereafter discharge or release any such Debt or Duty, or any Action or Actions, Suit or Plaint, that shall or may be taken or commenced for any such Debt or Duty ; but that she the said *M.* her Executors or Assigns, shall and will from Time to Time, and at all Times hereafter, justify and allow, confirm and avow all and every such Action and Actions, Suit and Suits, Plaint and Plaints, Prosecutions, Judgments and Executions, as her said Attorney or Attornies shall have, take, commence, prosecute, sue or levy in her Name touching the Premises, and permit and suffer her said Attorney or Attornies to receive, take and have to his and their own Use and Uses, all and every such Sum and Sums of Money, Goods, Chattels and other Things, as she, her Executors or Administrators ought to have, receive and levy as Executors of the said Will, or otherwise, by Virtue of the said Will as aforesaid. **And further,** that she the said *M.* her Executors, Administrators and Assigns, shall and will at all Times hereafter, permit and suffer the said *J. S.* his Executors, Administrators and Assigns, from Time to Time, and at all Times hereafter, to have the whole Execution of the last Will of the said *E. C.* and all the Doings, Dealings and Transactions touching the same, and the Administration of all the Chattels, Goods, Debts, Evidences and Leases which were belonging to the said *E.* at the Time of her Decease. **And** the said *J. S.* for himself, his Heirs, &c. covenanteth and granteth to and with the said *M.* her Executors, &c. by these Presents, that he the said *J. S.* his Executors, &c. shall and will well and truly pay and satisfy all the Debts of the said *E.* deceased, and all the Legacies in the said Will contained, according to the true Meaning of the said Will ; and shall and will at all Times hereafter well and sufficiently save and keep harmless the said *M.* her Executors and Administrators, touching or concerning the same. **In Witness** whereof, &c.

For more concerning Offices, See Deputations.

Gifts.

Of Lands.

C**ON** **THIS** Indenture made the — Day of — **Between** *A. B.* of — of the one Part, and *T. B.* of — Son of the said *A. B.* of the other Part, **Witnesseth,** that the said *A. B.* for and in Consideration of the natural Love and Affection which he hath and beareth unto the said *T. B.* hath given, granted, aliened, infeoffed and confirmed, and by these Presents **Doth** give, &c. — unto the said *T. B.* his Heirs and Assigns, **All** that Messuage or Tenement, situate, &c. and all and singular Houses, Edifices, Buildings, Barns, Stables, Courts, Gardens, Orchards, Woods, Underwoods, Commons, Common of Pasture, Ways, Paths, Passages, Waters, Water-Courses, Easements, Profits, Commodities, Advantages, Hereditaments and Appurtenances whatsoever, to the said Messuage, or Tenement, Lands and Premises above mentioned, or any Part thereof, belonging or in any Ways appertaining, or therewith commonly used, occupied or enjoyed, accepted, reputed, taken or known as Part, Parcel, or belonging of or to the same ; and the Reversion or Reversions, Remainder and Remainders, Rents and Services of all and singular the Premises ; and also all the Estate, Right, Title, Interest, Property, Claim and Demand whatsoever of him the said *A. B.* of, in, and to the said Messuage, &c. and of, in, and to every Part and Parcel thereof, with their and every of their Appurtenances, and all Deeds, &c. **To have and to hold** the said Messuage, &c. and all and singular the Premises hereby granted and conveyed, or mentioned or intended to be granted and conveyed, with their Appurtenances, unto the said *T. B.* his Heirs and Assigns, to the only proper Use and Behoof of him the said *T. B.* his Heirs and Assigns for ever : **And** the said *A. B.* for himself, his Heirs, Executors and Administrators, doth covenant, promise and grant to and with the said *T. B.* his Heirs and Assigns, by these Presents, that the said *T. B.* his Heirs and Assigns, shall and lawfully may from henceforth for ever, peaceably and quietly have, hold, use, occupy, possess and enjoy the said Messuage or Tenement, Lands and Premises above mentioned to be hereby given and granted, with their and every of their Appurtenances, clear and discharged, or well and sufficiently saved and kept harmless, of and from all former and other Gifts, Grants, Bargains, Sales, Jointures, Feoffments, Leases, Dowers, Estates, Entails, Rent-Charges, Arrearages of Rents, Statutes, Judgments, Recognizances, Executions, and of and from all other Titles, Troubles, Charges and Incumbrances whatsoever, had, made, committed, done and suffered, or to be had, made, committed, done and suffered by him the said *A. B.* his Heirs, Executors or Administrators, or

any other Person or Persons lawfully claiming or to claim, by, from, or under him, them, or any or either of them. **In Witness, &c.**

N. B. Livery and Seisin should be given and indorsed.

Of Goods and Chattels conditionally.

I **R O W**, &c. that I *M. B.* of — in Consideration of the natural Love and Affection which I have and bear to my Nephew *F. S.* of — for and towards the better Support and Maintenance of him after my Decease, and for divers other, &c. **Have** given, granted and sold, and by, &c. **Do**, &c. unto the said *F. S.* **All** and every my Plate, Jewels, Rings, Watches, and all and singular my Household-Goods, Household-Stuff and Implements of Household, Linen, Bedding, Brasses and Pewter, and all other my Goods and Chattels whatsoever and wheresoever, and of what Nature, Sort or Kind soever; **To have and to hold** the said Plate, &c. and all and singular other the Goods and Chattels hereby granted, bargained and sold, or mentioned, &c. and every Part and Parcel thereof, unto the said *F. S.* his Executors, Administrators and Assigns, as his and their own proper Goods, Chattels and Effects from henceforth for ever: **Provided always**, and upon this special Trust and Confidence nevertheless, and upon this express Condition, that he the said *F. S.* his Executors, Administrators and Assigns, shall and do permit and suffer me the said *M. B.* to use, keep and enjoy all and every the said Plate, &c. during my natural Life, without paying or yielding any Thing therefore, or in Respect thereof, and not otherwise; **And** that from and after my Decease, he the said *F. S.* his Executors, Administrators or Assigns, shall or lawfully may have, hold and enjoy the same, and every Part and Parcel thereof, and dispose thereof, and convert the same to his and their own proper Use and Behoof, as he or they shall think fit. **In Witness, &c.** (*Livery and Seisin.*)

Deed of Gift, by a Mother, of Debts due from her Children.

T **O** all Christian People to whom these Presents shall come, I *D. R.* of, &c. Widow, send Greeting. **Whereas** my Son *H. R.* is now indebted to me in the Sum of 10*l.* and my Son-in-Law, *J. M.* is likewise indebted to me in the Sum of 9*l.* and my Son-in-Law *J. G.* in the Sum of 7*l.* and my Son *J. R.* in the Sum of 4*l.* all of good and lawful Money of *Great Britain*: **Now know ye**, that I the said *D. R.* for divers good Causes and valuable Considerations me hereunto moving, **Have** given, granted and released, and by these Presents do for me, my Heirs, Executors and Administrators, give, grant and release the several Sums before mentioned, to the several Persons herein after named, (that is to say) **To** my Son *W. R.* the Sum of 4*l.* of lawful Money of *Great Britain*, to be paid by the said *H. R.* and *J. M.* Share and Share alike, out of the several Sums now in their Hands; **And** as to the Remainder of the several Sums now in their Hands, I do hereby give the same unto them the said *H. R.* and *J. M.* and do hereby acquit, release and discharge them the said *H. R.* and *J. M.* their Executors and Administrators, of and from the same; **And** as for the Sum now due to me from my Son-in-Law *J. G.* I do hereby give the same unto *J.* his now Wife, and do hereby acquit and discharge the said *J. G.* his Heirs, Executors and Administrators, of and from the same; **And** as for the Sum now due to me from my said Son *J. R.* I do hereby give the same unto him, and do hereby acquit and discharge him my said Son *J. R.* his Heirs, Executors and Administrators, of and from the same. **In Witness, &c.**

Deed of Gift by a Father to his Son, of his House, Goods, Stock in Trade, &c. The Son to pay the Father's Debt, and allow him an annual Sum, and on Default of Payment the Father to re-enter, &c.

T **O** all Christian People to whom these Presents shall come, *T. H.* of, &c. Glover, sendeth Greeting. **Know ye**, that the said *T. H.* as well for and in Consideration of the natural Love and Affection which he hath and beareth for and towards *S. H.* of, &c. aforesaid, Glover, his only Son and Heir apparent, as of the Sum of 40*l.* by him to be paid to *F. P.* Gent. for and in Discharge of a real and just Debt to him due, and of the Sum of 10*l.* to be also by him paid to *M. H.* Daughter of the said *T. H.* in Lieu of the Legacies had and received for her Use, (by the said *T. H.*) to her given and bequeathed by *W. H.* late of, &c. Glazier, deceased, her late Grandfather, and 10*l.* more to her due for Wages, and of the Provisoes, Covenants and Agreements, and other Payments herein after mentioned to be by him the said *S. H.* his Executors or Administrators, paid, done, observed and performed, and for divers other good and

and valuable Causes and Considerations him thereunto moving, **Doth** given, granted, bargained, fold, releas'd and confirmed, and by these Presents **Doth** fully and absolutely give, grant, bargain, sell, release and for ever confirm unto the said *S. H.* his Executors, Administrators and Assigns, **All** his Right, Title, Interest, Property, Claim and Demand whatsoever, of, in and to all that Messuage, Tenement, or Dwelling-House and Garden thereunto belonging and adjoining, situate, &c. now in the Tenure and Possession of him the said *T. H.* and also all and singular his Household Goods, Implements of Household and Stock in Trade of Gloves, Skins, and all and every other Materials, Utensils and Implements belonging to the Trade or Occupation of a Glover, and all his Debts, Rights, Credits and Personal Estate whereof he is now possessed, or any Ways interested in or entitled unto, of what Nature or Kind soever the same are, or wheresoever they be or may be found, as well in his Possession, or elsewhere, in the Possession, Custody or Power of any other Person or Persons, whatsoever, with their and every of their Rights, Members and Appurtenances, (one Bed, Bedstead, and the Appurtenances, now in the Room over the Kitchen, only excepted); **To have and to hold** the said Goods, Household-Stuff, Stock in Trade, Debts, Rights and Personal Estate, and other the Premises aforesaid, (except before excepted) with their and every of their Rights, Members and Appurtenances, unto the said *S. H.* his Executors, Administrators and Assigns for ever, without rendering any Accounts, or being therefore in any wise accountable to the said *T. H.* his Heirs, Executors or Administrators, for the same. **And** the said *S. H.* for himself, his Heirs, Executors and Administrators, doth covenant, promise, grant and agree, to and with the said *T. H.* his Executors, Administrators and Assigns, and to and with every of them, by these Presents, in Manner and Form following, (that is to say) That he the said *S. H.* his Heirs, Executors and Administrators, or some or one of them, shall and will well and truly pay or cause to be paid unto the said *F. P.* the said Principal Sum of 40*l.* now to him from the said *T. H.* due by Specialty or otherwise, as by an Account thereof stated on the Day next before the Day of the Date hereof may appear; and to the said *M. H.* the Sum of 10*l.* for and in Lieu of the Legacy or Legacies to her given and bequeathed by the last Will and Testament of the said *W. H.* and by the said *T. H.* for her already had and received, and the said 10*l.* for Wages; and at all Times hereafter, free, discharge and keep harmless and indemnified the said *T. H.* his Executors and Administrators, from the said Debt and Legacies so due to the said *F. P.* and *M. H.* and from all Actions, Suits and Damages that may to him or them arise by Reason of the Non-payment thereof: **And moreover,** that he the said *S. H.* his Heirs, Executors and Administrators, or some or one of them, shall and will, yearly and every Year during the Term of the natural Life of the said *T. H.* by four equal quarterly Payments, the first to begin at *Michaelmas* next, well and truly pay or cause to be paid unto the said *T. H.* or his Assigns, the Sum of 3*l.* for and towards his Support or Maintenance, or to find or provide for him sufficient Meat, Drink, Washing and Lodging, fitting his Degree and Quality, at the Choice and Election of the said *T. H.* **Provided always,** and upon this Condition, and it is the true Intent and Meaning of these Presents, that if the said *S. H.* his Heirs, Executors and Administrators, shall neglect and refuse to pay the said two several Sums, according to his Covenant above mentioned for Payment thereof to the said *F. P.* and *M. H.* or if the said *T. H.* shall happen to be sued, arrested or prosecuted for the same, or either of them, or any Part thereof, or if the said *S. H.* his Heirs, Executors and Administrators, shall neglect or refuse to pay the said 3*l.* yearly, (in Manner as the same is above specified to be paid) or find and provide for the said *T. H.* Meat, Drink, Washing and Lodging, sufficient for and befitting him; that then in all, any or either of the Cases aforesaid, it shall and may be lawful to and for the said *T. H.* into all and singular the Premises hereby granted to re-enter, and the same to have again, re-possess and enjoy, as in his or their former Estate or Estates; any Thing, &c. **In Witness,** &c.

The Son's
Covenant with
his Father to
pay Debts.

and allow his
Father an annual
Sum towards his
Maintenance.

On Failure of
Payment the
Father may
re-enter, &c.

A Gift of a small Debt in Part of Gratuity for Maintenance.

T**O** all Persons to whom, &c. I *A. E.* of, &c. Widow, send Greeting. **Whereas** *W. W.* of, &c. and *H. M.* of, &c. are now indebted to me the said *A.* for Rent, or otherwise, in the Sum of 8*l.* or thereabouts: **And whereas** my Nephew *J. L.* of, &c. doth now, and for some Time past hath lodged, boarded and provided me with all proper Necessaries: **Now** I the said *A. E.* in Part of Satisfaction for such his Maintenance of me, and in Consideration that the said *J. L.* hath promised to provide for me during my Life, and to bury me when dead, and also for the natural Love which I have for my said Nephew, and also in Consideration of 5*s.* to me in Hand paid by him the said *J. L.* **I** the said *A. E.* **Have,** and by these Presents **Do** absolutely give, grant, bargain, sell, assign and confirm unto him the said *J. L.* **All** and every the

Sum

Sum and Sums of Money whatsoever which now are or at any Time hereafter shall become due or payable to me the said *A.* as well from the said *W. W.* and *H. M.* or either of them, as also of or from any other Person or Persons whomsoever, for or on Account of Rent, or otherwise howsoever, as likewise all and every my Goods, Chatrels, Personal and other Estate whatsoever and wheresoever, which I now or at any Time hereafter shall be possessed of, or any ways entitled unto, in any Manner howsoever; **To have, hold,** receive, take and enjoy all and singular the herein before granted Premises, unto and to the Use of the said *J. L.* his Executors, Administrators and Assigns, from henceforth for ever. **And** for the further, &c. (*Letter of Attorney to receive the Money*). **In Witness,** &c.

A special Deed of Gift and Bill of Sale of a Person's whole Estate, upon Trust for the Donor for Life, after her Decease, to the Donee, with a Proviso of Revocation.

THIS Indenture Tripartite, &c. Between the Right Honourable *A.* Countess of *D.* and *M.* (Relict of the late Right Honourable *C.* Earl of *D.* and *M.* deceased) of the first Part, Sir *J. C.* of, &c. Bart. and *T. C.* of, &c. Gent. of the second Part, and *J. R.* of, &c. Spinster, (Sister of the said *A.* Countess of *D.* and *M.*) of the third Part, **Witnesseth,** that the said Countess of *D.* and *M.* as well for the Love and Affection she hath and beareth to the said *J. R.* and for settling and assuring the Premises herein after mentioned, upon the Trusts hereafter mentioned, and in Consideration of 5*s.* of, &c. to her the said Countess in Hand paid by the said Sir *J. C.* and *T. C.* at, &c. the Receipt, &c. she the said *A.* Countess of *D.* hath given, granted, bargained, sold, assigned and set over, and by these Presents **Doth** give, &c. unto the said Sir *J. C.* and *T. C.* their Executors, Administrators and Assigns, **All** and singular the Messuages, Houses, Rents, Household-Goods, Plate, Linen, Woollen, Jewels, Rights, Credits, and all other the Goods and Chattels whatsoever, either Real or Personal, of her the said Countess of *D.* and *M.* whereof she is possessed, interested in or entitled unto; and all the Estate, Right, Title, Interest, Property, Challenge, Claim and Demand whatsoever of her the said *A.* Countess of *D.* and *M.* of, in or to the same, or any Part or Parcel thereof; **To have and to hold** the said Messuages, Houses, Rents, and other the Chattels Real hereby granted, or intended so to be, unto the said Sir *J. C.* and *T. C.* their Executors, Administrators and Assigns, from the Day of the Date hereof, for and during all such Estate and Estates, Term and Terms, as she the said *A.* Countess of *D.* and *M.* now hath severally therein, or is interested in or entitled unto, fully, to be compleat and ended, in Trust as is hereafter mentioned; **And to have and to hold** the said Household-Goods, Plate, Linen, Woollen, Jewels, and all other the Personal Estate hereby granted, or intended to be granted, unto the said Sir *J. C.* and *T. C.* their Executors, Administrators and Assigns from henceforth, as and for their own proper Goods and Chattels for ever, **In Trust** as is herein after mentioned, (that is to say) In Trust and Confidence that they the said Sir *J. C.* and *T. C.* their Executors, Administrators and Assigns, shall permit and suffer the said *A.* Countess of *D.* and *M.* and her Assigns, to hold and enjoy the said Messuages, Houses, Rents and Real Estate, and take the Profits thereof to her and their own Use, and to have the free Use and Enjoyment of the said Personal Estate hereby granted, for so long Time and Term as she the said *A.* Countess of *D.* and *M.* shall live; and from and immediately after her Decease, in Trust to and for the said *J. R.* her Executors, Administrators and Assigns, and for her and their own proper Use and Behoof, and to and upon no other Trust whatsoever: **And** the said *A.* Countess of *D.* and *M.* all and singular the said hereby granted Premises, to the said Sir *J. C.* and *T. C.* their Executors, Administrators and Assigns, against her the said *A.* Countess of *D.* and *M.* and all Persons claiming under her, shall and will warrant and defend by these Presents. **Provided nevertheless,** that it shall and may be lawful for the said *A.* Countess of *D.* and *M.* at any Time hereafter, by Writing under her Hand and Seal, attested by two Witnesses subscribing their Names as such thereto, to revoke and make void these Presents; any Thing herein contained to the contrary thereof in any wise notwithstanding. **In Witness,** &c.

Deed of Gift from a Father of his Personal Estate to two Trustees, in Trust for his Daughter; but if dead before Age or married, then to his Wife, with a Power of Revocation.

THIS Indenture made, &c. Between the Reverend *W. S.* of, &c. of the one Part, and *T. S.* of, &c. and *R. G.* of, &c. (two Trustees nominated by the said *W. S.* for the Intents and Purposes herein after mentioned) of the other Part, **Witnesseth,** that for and in Con-

Consideration of the natural Love and Affection which he the said *W. S.* hath for and beareth to his Daughter and only Child *A. M. S.* and to the Intent to make some Provision for her Education and Maintenance, and for her future Support and Advancement in the World, and for the Sum of 5*s.* now paid to him by the said *T. S.* and *R. G.* the Receipt whereof is by him hereby acknowledged, and for divers other good Causes and valuable Considerations him thereunto especially moving, **He** the said *W. S.* **hath** given and granted, and by these Presents **Doth** fully and absolutely give and grant unto them the said *T. S.* and *R. G.* **All** the Ready Monies, Plate, Rings, Jewels, Debts, Stock of Corn, Grain, Hay, Utensils, and Implements of Husbandry, Household-Goods and Furniture, and all other the Stock, as well quick as dead, and all other the Goods, Chattels and Estate whatsoever and wheresoever, and of what Nature or Kind soever, which he the said *W. S.* at the Time of his Death shall be possessed of, or any ways entitled unto; and all the Right, Title, Interest, Property, Claim and Demand whatsoever, either at Law or in Equity, of him the said *W. S.* of, in or to the said Premises, and every Part thereof; **To have**, hold, receive, take and enjoy all and singular the said hereby given and granted Premises, unto and to the Use of the said *T. S.* and *R. G.* their Executors, Administrators and Assigns, from the Day of the Death of the said *W. S.* **As** and for their own proper Goods and Chattels for evermore, **And** to which they are hereby intended to have a legal Right and Property, **And** that in as full, large, ample and beneficial Manner to all Intents and Purposes whatsoever, as he the said *W. S.* or his Executors or Administrators, could or might have had, held, received or enjoyed the same, if these Presents had not been made; **Together** with full Power for them the said Trustees to bring any Action or Suit for the Recovery and Receipt of the said Premises, and to give sufficient Discharges for the same or any Part thereof; **Nevertheless in Trust** for the said *A. M. S.* and other Purposes, in such Manner as herein after mentioned. **And** the said *W. S.* for himself, his Executors and Administrators all and singular the said hereby given and granted Goods, Chattels, Stock and Premises, unto them the said *T. S.* and *R. G.* their Executors, Administrators and Assigns, shall and will warrant and for ever defend against all Persons by these Presents: **And** it is hereby agreed and declared by and between all the Parties to these Presents, that the Gift hereby made of the said granted Premises unto them the said Trustees, was and is to them so made, upon the several Trusts, Intents and Purposes, and subject to the several Provisoes herein after mentioned and declared of and concerning the same, *viz.* **Upon this special Trust**, that they the said Trustees, the said *T. S.* and *R. G.* and the Survivor of them, and the Executors, Administrators and Assigns of such Survivor, shall and do, as soon as conveniently may be after the Death of the said *W. S.* absolutely sell and dispose of all and singular such Part of the said hereby granted Premises as are saleable, unto such Person or Persons, in the best Manner and for the most Monies that can be had or gotten for the same; **And** from and immediately after such Sale, then upon this further Trust, that they the said Trustees, by and out of such Money as the said *W. S.* shall leave at his Death, or by and out of the Monies arising by such Sale, shall and do in the first Place pay the Funeral Expences of the said *W. S.* and all such just Debts as he shall owe at the Time of his Death; **And** from and after Payment thereof, and subject thereunto, then upon this further Trust, that they the said Trustees, or the Survivor of them, his Executors, Administrators or Assigns, shall and do, as soon as may be after the Death of the said *W. S.* and of such Sale to be so made of the said Premises as aforesaid, put and place out as well as the Monies arising by such Sale, or the surplus thereof, as also the Whole or Residue of such Monies as the said *W. S.* shall leave at his Death, either in some publick Bank-Stock or Fund, or else upon one or more good and sufficient Securities, either Real or Personal, with full Power for them the said Trustees at any Time thereafter to call in, remove and new place out the said Monies, or any Part thereof, in such Manner as they in their Discretion shall think fit: **And upon this further special Trust**, that they the said Trustees, or the Survivor of them, his Executors, Administrators or Assigns, shall and do well and truly apply and pay all the Interest and Produce to arise or be had or made of the Surplus and Residue of the same Monies, to and for the Education, Maintenance, Cloathing, and only Use and Benefit of her the said *A. M. S.* until her Age of 21 Years or Day of Marriage, which shall first happen; and from and after such her Age or Marriage, **Then upon this further Trust**, that they the said Trustees or the Survivor of them, his Executors, Administrators or Assigns, shall and do pay or assign all the same Monies or all securities then taken for the same, unto the said *A. M. S.* or to such Person or Persons as she by any Writing shall direct or appoint; and in Case of her Death before such her Age or Marriage, **Then and in such Case in Trust**, and to and for the only Use and Benefit of *A. S.* (Mother of the said *A. M. S.*) her Executors, Administrators and Assigns, and to, for and upon no other Trust, Use, Intent or Purpose whatsoever. **Provided always**, and it is hereby agreed and declared to be the true Intent and Meaning of these Presents, that it shall and may be lawful to and for the said Trustees, in the first Place, to retain

Indemnity. Indorsements.

and reimburse to themselves out of the said Trust-Monies, all such Costs, Charges and Damages which they, either or any of them, shall or may pay, expend, sustain or be put unto in the Execution or Management of the Trusts hereby in them reposed; And that they the said Trustees, or either of them, or the Administrators or Assigns of either of them, shall not be answerable or liable the one for the other, or for the Acts, Payments, Receipts or Defaults of the other of them, but each for himself only, and only for what he or they shall actually and respectively receive, and no more; and that they shall not be answerable for the Loss of any Monies that shall or may happen, unless it be by or through their wilful Neglect or Default. **Provided also and lastly,** it is hereby further agreed and declared by and between all the said Parties to these Presents, that it shall and may be lawful to and for the said *W. S.* at any Time or Times hereafter during his Life, by any Deed or Writing to be by him Sealed and executed in the Presence of two or more credible Witnesses, or by his last Will and Testament in Writing, to be by him signed, sealed and published in the Presence of three or more credible Witnesses, to revoke, annul, alter or make void these Presents, or all or any of the Trusts herein before declared of or concerning all or any Part of the said Premises; And by the same, or any other Deed or Writing, or last Will and Testament in Writing so respectively signed, sealed, executed and published as aforesaid, to declare or appoint any further or other Trust whatsoever touching or concerning the same Premises, or any Part thereof, as he the said *W. S.* shall think fit; any Thing, &c. **In Witness, &c.**

Indemnity.

A Deed to indemnify a Trustee, on his selling an Estate.

TO all to whom, &c. **Whereas** *J. G.* of — whose Name was used in Trust, together with one *C. D.* of — for the Use and Behoof of *J. J.* of — and after for the Use and Behoof of me the Right Honourable *J.* Earl of *B.* *Haib* lately granted, bargained and sold unto *J. E.* and *J. C.* Gent. their Heirs and Assigns, *All* that, &c. as in and by one Deed indented and inrolled, bearing Date, &c. may appear: **Now know ye,** that I the said Earl **Do** hereby acknowledge the said Grant, Bargain and Sale, to have been so made by the said *J. G.* at the Request and by the Appointment of me the said Earl; and I the said Earl do hereby promise and undertake for me, my Heirs, Executors and Administrators, to save harmless and keep indemnified the said *J. G.* his Heirs, Executors and Administrators, and every of them, of and from all Actions, Suits and Troubles, and of and from all Costs, Damages and Expences which he the said *J. G.* shall or may be put unto, suffer or expend, for or by reason of the said Manor, &c. descended on him the said *J. G.* or of any Trust concerning the same, or for or by reason of the said Grant, Bargain and Sale, so made unto the said *J. E.* and *J. C.* as aforesaid, or of any Matter or Thing to be at any Time hereafter had, done or happening, in Pursuance thereof. **In Witness, &c.**

See *Bonds of Indemnity, Tit. Bonds.*

Indorsements.

A Receipt for the Consideration Money mentioned in a Deed to be indorsed thereon.

RECEIVED, on the Day of the Date of the within written Indenture, of
the within named *A. B.* the Sum of 500 *l.* being the Consideration } *l. s. d.*
money within mentioned to be by him paid to me. } 500 0 0

C. D.

Witness,
E. F. &c.

A Re-

A Receipt where there are two Originals, as in a Security to two Persons, &c. and two Receipts are given for the same Sum.

REceived, on the Day of the Date of the within written Indenture, of the within named *A. B.* the Sum of 1000 *l.* being the Consideration Money within mentioned to be by him paid unto me, and for which the like Receipt is given on another Part of the within written Indenture. I say received by me

l. s. d.
1000 0 0

C. D.

Witness,
E. F. &c.

A Receipt for Consideration Money, referring to another Receipt on another Deed for the same Sum.

REceived, on the Day of the Date of the within written Indenture of the within named *B.* the full Sum of 2000 *l.* being the Consideration Money within mentioned to be by him to me paid, and being the same Sum of 2000 *l.* for which I have given and signed another Receipt indorsed upon an Indenture intended to be enrolled in Chancery, and bearing even Date with the within written Indenture, and made between the same Parties as are to the same within written Indenture. I say received the said Sum of 2000 *l.* by me

2000 0 0

Received on a Deed for the Sale of Goods, &c.

REceived on the Day and Year first within written by me the within named *J. M.* of and from the within named *R. E.* the full Sum of 185 *l.* 9 *s.* being the same Sum within mentioned to be by him to me paid, for the Coaches, Chariots, Harness, Timber and other Things which have been by him bought of me, and which have been appraised by two indifferent Persons, as is within mentioned. I say received by me.

185 9 0

Upon Deeds there is not only indorsed a Receipt (where necessary) but a Testimonial of the due Execution of the Deed in the following Manner.

Scaled and delivered, (being first duly stamped) in the Presence of

E. F.
G. H.

Or sometimes it may be thus.

Scaled and delivered, (being first duly stamped, and the Names of *A.* and *B.* two Trustees therein named, being wrote on an Erasure made in one Part of the within written Deed; or that one or more Interlineations were first made in the first, second, &c. Line of the first, &c. Skin, &c.) by the within named *B. C.* and *D.* in the Presence of

E. F.
G. H.

Or thus, where a Man executes a Deed by Letter of Attorney.

Memozandum, that the within named *M. W.* this — Day of — by Virtue of a Letter of Attorney to him made by the within named *T. Lord J.* for that Purpose, (inrolled in the Rolls of the High Court of Chancery) did sign, seal and deliver the within written Indenture as the Act and Deed of the said *T. Lord J.* in the Presence of

A. B.
C. D.

Indorse-

Indorsement on a Settlement of a Leasehold Estate, to rectify a Mistake of four Messuages, thereby assigned, whereof only three of them were intended to be assigned. Drawn by Mr. Webb of Gray's Inn, being a Roman Catholick's Estate, done upon a 5 s. Stamp.

Memozandum, that before the Ensealing and Delivery of the within written Indenture, It was agreed by and between all the Parties to the same Indenture, that only three of the within mentioned Messuages, and the Ground whereon they stand, (*viz.*) the Messuage now in Possession of *W. U.* the Messuage in the Possession of the Widow *C.* and the Messuage in the Possession of *W. H.* were intended to be granted and assigned upon the Trusts within mentioned; and that the Messuage within mentioned to be in the Possession of *W.* though mentioned to be granted or assigned, was not, nor is intended to be granted by the within written Indenture, but was intended to be, and is hereby declared to be excluded from passing thereby; any thing in the within written Indenture contained to the contrary thereof in any wise notwithstanding. (a)

Witness
E. W.
S. M.

H. S.
R. D.
E. W.

(b) Inrolment of (c) Deeds.

The Entry or Inrolment of a Deed acknowledged at Bar.

England, ff. **B**E it remembred, that on the — Day of — in this same Term, before the Lord the King at *Westminster*, comes *A. B.* in his proper Person, and brings here into the Court of our said Lord the King then here, his certain Writing indented, which he acknowledges to be his Deed; and prays that that Writing may be enrolled on Record in the said Court, before the said Lord the King as his Deed, and it is granted him by the said Court, and the same is enrolled, in these Words, to wit, **This Indenture**, &c. (*Here should follow the whole Deed verbatim.*)

Another of a Deed acknowledged before the Lord Chief Justice.

England, ff. **B**E it remembred, that on (*The first Day of the Term*) in this same Term, before the Lord the King at *Westminster*, Sir *W. L.* the Chief Justice of our said Lord the King, before the King himself, here records that on the — Day of — in the — Year of the Reign of our said Lord the King, before the said Chief Justice himself at — came *A. B.* in his proper Person, and he brought before the same Chief Justice then there a certain Writing indented, which he acknowledged to be his Deed, and prayed, that that Writing might be enrolled of Record before our Lord the King as his Deed, which said Deed the aforesaid Chief Justice with his own proper Hands hath now delivered here into Court in Form aforesaid to be enrolled, and it is enrolled in this Form as follows to wit, **This Indenture**, made, &c. (*Verbatim to the End of the Deed.*)

The Inrolment of an Indenture acknowledged before one of the puisne Justices.

England to wit. **B**E it remembred, that on *Wednesday* next after — Days of St. *Michael* in this same Term, before the Lord the King at *Westminster*, Sir *E. P.* Knight, one of the Justices of the Lord the King, assigned to hold Pleas in the Court of our said Lord the King before the King himself, here records, that on the — Day of — in the — Year of the Reign of our said Lord the King at — before the same Justice, came *W. T. Esq;* the Son and Heir apparent of *F. T. Esq;* and that on the

(a) Registered in *Middlesex*, and inrolled in his Majesty's High Court of Chancery the 17th Day of *May* in the Year of our Lord, &c. being first duly stamped according to the Tenor of the Statute made in the 6th Year of the Reign of their late Majesties King *William* and Queen *Mary*.

(b) See concerning inrolling Bargains and Sales, in the *First Part*.

(c) Wills may also be inrolled, and frequently are in Chancery.

on the — Day of — in the aboveſaid — Year of the Reign of our ſaid Lord the King at — before the ſame Juſtice, came *F. T.* in their own proper Perſons, and they then brought before the ſame Juſtice there their certain Indenture, which they acknowledged to be there their Deed, and they prayed that that Indenture might be enrolled of Record before our ſaid Lord the King as their Deed, which ſaid Indenture the ſaid Juſtice, with his own proper Hands, hath delivered here unto Court in Form aforeſaid to be enrolled, and the ſame is enrolled in this Form as follows, *to wit, This Indenture made, &c.*

Jointures. (a)

A Jointure with all Covenants uſual therein.

THIS Indenture made, &c. Between *J. F.* of the one Part, and *R. C.* and *M.* his Daughter of the other Part, Witneſſeth, That the ſaid *J. F.* doth, by theſe Preſents, covenant and grant to and with the ſaid *R. C.* his Executors and Adminiſtrators by theſe Preſents, That he the ſaid *J. F.* ſhall and will, before the Feaſt of, &c. next enſuing the Date hereof, marry and take to Wife the ſaid *M. C.* Daughter of the ſaid *R. C.* if the Laws of the Church will permit the ſame, and the ſaid *M. C.* ſhall hereunto conſent and agree: And the ſaid *R. C.* for himſelf, his Executors and Adminiſtrators doth covenant and grant to and with the ſaid *J. F.* that the ſaid *M. C.* ſhall likewise, before the ſaid Feaſt, &c. marry and take to Husband the ſaid *J. F.* if the Laws of the Church will permit the ſame, and the ſaid *J. F.* ſhall thereunto conſent and agree: And the ſaid *J. F.* doth for himſelf, his Heirs, Executors and Adminiſtrators, by theſe Preſents, in Conſideration of the ſaid Marriage ſo to be had and ſolemnized, and for the full and entire Jointure of the ſaid *M. C.* in caſe ſhe ſhall happen to out-live the ſaid *J. F.* and in full Recompence and Satisfaction of all the Dower, and Title of Dower, which ſhe the ſaid *M. C.* by or after the Death of the ſaid *J. F.* ſhall or may have in any the, &c. whereof the ſaid *J. F.* ſhall, during the Coverture between him and the ſaid *M. C.* be ſeiſed of any Eſtate of Inheritance, and for the Advancement of the ſaid *M. C.* and of the Heirs Male of the Body of the ſaid *J. F.* upon the Body of the ſaid *M. C.* lawfully to be begotten; and for divers other good Cauſes and Conſiderations him the ſaid *J. F.* thereunto moving, Doth for him and his Heirs, covenant and grant to and with the ſaid *R. C.* his Heirs, Executors and Adminiſtrators in Manner and Form following, (that is to ſay,) That he the ſaid *J. F.* and his Heirs, and all and every Perſon and Perſons, and his and their Heirs, which now ſtand and be ſeiſed of and in all that, &c. and of and in every Part and Parcel thereof, ſhall, from and after the ſaid Inter-marriage, ſtand and be ſeiſed of all and ſingular the ſaid, &c. with the Appurtenances, to the only Uſes and Intents hereafter in and by theſe Preſents expreſſed, limited and declared, and to no other Uſe, Intent or Purpoſe whatſoever, (that is to ſay,) To the only Uſe and Behoof of the ſaid *J. F.* and his Heirs until the ſaid Marriage; and from and after the ſaid Marriage had, then to the Uſe and Behoof of the ſaid *J. F.* and *M.* for and during the Term of the natural Lives of them the ſaid *J. F.* and *M.* and of the longer Liver of them; and from and after the Deceſſe of the Survivor of the ſaid *J. F.* and *M.* to the Uſe and Behoof of the Heirs Male of the Body to the ſaid *J. F.* upon the Body of the ſaid *M.* lawfully to be begotten; and for Default of ſuch Iſſue, to the Uſe and Behoof of the right Heirs of the ſaid *J. F.* for ever: And the ſaid *R. C.* doth for himſelf, his Executors and Adminiſtrators, covenant, grant and agree to and with the ſaid *J. F.* his Executors and Adminiſtrators, by theſe Preſents, That in caſe the ſaid Marriage between the ſaid *J. F.* and the ſaid *M. C.* Daughter of the ſaid *R. C.* ſhall take effect, and be ſolemnized at or before the ſaid Feaſt of, &c. herein before mentioned, he the ſaid *R. C.* his Executors or Adminiſtrators, ſhall and will, within ſix Months after the ſaid Marriage ſhall be had and ſolemnized, pay, or cauſe to be paid, unto the ſaid *J. F.* his Executors or Adminiſtrators, as the Marriage Portion of the ſaid *M.* the Sum of 2000*l.* of lawful Money of Great Britain, at or in the now Dwelling-Houſe of the ſaid *J. F.* ſituate, &c. And that he the ſaid *R. C.* ſhall and will well and ſufficiently maintain, provide for, find, keep and ſuſtain the ſaid *J. F.* and *M.* his Wife, and all the Iſſue of their two Bodies begotten, from Time to Time, and at all Times, from and immediately after the Solemnization of the ſaid intended Marriage between the ſaid *J. F.* and *M.* ſo to be had, as aforeſaid, during the natural Life of the ſaid *R. C.* with ſufficient and convenient Meat, Drink, Lodging and Houſe-room, according and ſuitable to their Quality and Degree: And further, That the ſaid *R. C.* ſhall and will, either in the Life-time of the ſaid *R. C.* or by his Laſt Will and Teſtament, leave, give, deviſe and aſſure, or cauſe to be well and truly contented and paid unto the ſaid *J. F.* or to the ſaid *M.* in caſe the ſhall ſurvive the ſaid *J. F.* or to the Children or Child to be begotten between them, in caſe the

(a) See alſo Marriage Articles and Settlements.

said *J. F.* and *M.* shall both happen to die in the Life-time of the said *R. C.* to be equally divided between them, the Sum of 1000*l.* of lawful Money of *Great Britain* (over and beside the Sum of 2000*l.* herein before mentioned to be paid to the said *J. F.* as and for a Marriage-Portion with the said *M.*) to be paid within two Years after the Decease of the said *R. C.* in case the same shall not be paid or satisfied in his Life-time; And the said *J. F.* doth for himself, his Executors and Administrators covenant, promise, grant and agree to and with the said *R. C.* his Executors and Administrators, by these Presents, That if the Marriage between him the said *J. F.* and the said *M.* shall take effect, and be had, as aforesaid; and if the said *M.* shall happen to survive and out-live him the said *J. F.* and shall at any Time after the Decease of the said *J. F.* be lawfully evicted or put out of or from the said, &c. limited to her, as aforesaid, for her Jointure, or any Part or Parcel thereof; that then the Executors or Administrators of the said *J. F.* shall well and truly pay, or cause to be paid, unto the said *M.* so much lawful Money of *Great Britain*, for the said Premises or Part thereof, being so evicted from the said *M.* as aforesaid, as the same shall amount unto at the Rate of seven Years Purchase, for and according to the yearly Value of the same, within six Months after such Eviction: And the said *J. F.* further for himself, his Executors and Administrators, doth covenant and grant to and with the said *R. C.* his Executors and Administrators, by these Presents, That in case the said *M.* shall happen to depart this Life within two Years after the said Marriage had and solemnized, as aforesaid, without having any Issue of her Body, lawfully begotten by the said *J. F.* then living, That then and in such Case the said *J. F.* his Executors or Administrators, shall and will for and in Respect of the said Sum of 2000*l.* of lawful Money of *Great Britain* by him received, as aforesaid, as the Marriage Portion of the said *M.* repay and satisfy, or cause to be repaid and satisfied, unto the said *R. C.* the Sum of 1000*l.* of lawful Money of *Great Britain* at one entire Payment, within four Months next after the Decease of the said *M.* And the said *J. F.* for himself, his, &c. doth covenant and grant to and with the said *R. C.* his, &c. That if the said *M.* after the said Marriage had and solemnized, do happen to die in the Life-time of the said *J. F.* that it shall and may be lawful to and for the said *M.* at her free Will and Pleasure to make, publish and declare one Will and Testament in Writing, under her Hand and Seal, and thereby to dispose, will, give and bequeath to any of her Children, Servants or Friends, for their Preferment and Advancement, any Sum or Sums of Money whatsoever, not exceeding in the whole the Sum of 400*l.* of the Goods and Chattels of him the said *J. F.* without any Let, Disturbance or Contradiction of the said *J. F.* and in as large and ample Manner as if the said *M.* were then a Feme Sole and unmarried: And lastly, the said *J. F.* for himself, his Heirs, Executors and Administrators, and every of them, doth by these Presents covenant, promise and grant to and with the said *R. C.* his Heirs and Assigns, and every of them, that the said, &c. and all and singular other the Premises, with the Appurtenances herein before mentioned, now are and be, and so at all Times hereafter, and from Time to Time, shall be, remain and continue unto the Uses, Intents and Purposes before, in and by these Presents limited, expressed and declared, free and clear, and freely and clearly acquitted, and exonerated, and discharged, or otherwise upon every reasonable Request in that Behalf to be made, well and sufficiently saved, defended and kept harmless, of and from all Manner of former and other Bargains, Sales, Gifts, Grants, Leases, Jointures, Dowers, Uses, Wills, Intails, Fines, Feoffments, Recoveries, Statute-Merchant and of the Staple, Recognizances, Judgments, Executions, and of and from all other Charges, Titles, Troubles and Incumbrances whatsoever, had, made, committed or done, or to be had, made, committed or done by the said *J. F.* or by any other Person or Persons whatsoever, by his Means or Procurement (all such Leases, particular Estates and Interests, as he the said *J. F.* hath heretofore made to any Person or Persons whatsoever, of or upon the said, &c. and other the Premises, or of or upon any Part or Parcel thereof, upon which Leases and Estates there is reserved the old and accustomed yearly Rent or Rents, or more, which shall continue yearly due and payable during the several Terms, Estates and Interests, as aforesaid, only excepted and foreprized). **In Witness, &c.**

A Woman's Jointure in Land, where, if any of the Land be evicted from the Woman, a Use is raised to her in other Land, during her Life.

THIS Indenture, &c. Between *W. B.* of *L.* Merchant-Taylor, of the one Part, and *R. S.* &c. and *G. P.* of, &c. of the other Part, **Witnesseth**, That whereas by the Grace of God, a Marriage is intended to be shortly had and solemnized, between the said *W. B.* and *S. S.* Daughter of the said *R.* **The** said *W. B.* for and in Consideration of the same Marriage, and for the tender Love and Affection that he the said *W.* beareth towards the said *S.* and for a competent Jointure and Maintenance for the said *S.* during her natural Life, after the Decease of the said *W.* and in full Satisfaction and Recompence of the Dower of the said *S.* **Doth**, for him, his

Heirs,

Heirs, Executors and Administrators, covenant and grant by these Presents, to and with the said R. and G. and each of them, their and each of their Executors, &c. **That** he the said W. before the, &c. next coming, after the Date hereof, shall and will lawfully assure and convey, or cause, &c. to be lawfully, &c. unto the said R. and G. their Heirs and Assigns, one Capital Messuage, with the Appurtenances, together with two Houses thereto adjoining, in or near unto R. in the County of M. and also fifty-six Acres of Land, Meadow and Pasture in K. and C. in the said County of M. by the Name of three Messuages, one Dovehouse, three Gardens, forty Acres of Land, forty Acres of Meadow, and ten Acres of Pasture, with the Appurtenances in K. and C. aforesaid; which said Assurance and Conveyance so to be made, as is aforesaid, shall be and remain; and the said R. and G. and their Heirs, shall stand and be seised of the said Premises, with the Appurtenances, to the Uses, Purposes, Limitations and Intents hereafter in these Presents limited and declared, and to no other Use, Intent or Purpose, that is to say, *To the Use* of the said W. and his Heirs, until the said intended Marriage shall duly be had and solemnized; and from and after the Solemnization of the said intended Marriage, then *to the Use* and Behoof of the said W. and S. for the Term of their two Lives, and the Life of the longest Liver of them; and after the Decease of the said W. and S. and the longest Liver of them, *To the Use* of the Heirs of the Body of the said W. B. and the said S. lawfully begotten and to be begotten; and for Default of such Issue, *To the Use* of T. B. Brother of the said W. and of the Heirs Male of the Body of the said T. lawfully begotten, and to be begotten; and for Default of such Issue, *To the Use* of such and so many of the Sisters of the said W. that is to say, S. now Wife of R. U. B. E. B. and M. B. Sisters of the said W. and of their Heirs for ever, as at the Time of such Deceasing without Issue, as is aforesaid, shall be living: **And further**, the said W. for him, &c. doth covenant, &c. with the said R. and G. &c. That the Premises aforesaid, and every Part and Parcel thereof, with the Appurtenances, are now of the clear yearly Value of 30*l.* of, &c. above all Charges and Deductions, notwithstanding any Act or Acts, Thing or Things, had, made, done, or willingly suffered by the said W. B. or any Person or Persons by his Assent, Means or Procurement; **And** that all and singular the Premises, with the Appurtenances, shall at the making of the said Assurance and Conveyance before mentioned be discharged, or otherwise sufficiently saved harmless, of and from all and all Manner of former Bargains, &c. had, made, done, or willingly suffered, or to be had, made or done, or willingly suffered by the said W. B. or his Heirs, or by T. B. Father of the said W. or by any other Person or Persons whatsoever, having or claiming to have, or which at any Time hereafter shall have or pretend to have any Interest, Estate, Right, Title or Demand in or to the Premises, with the Appurtenances, or any Part or Parcel thereof, by, from or under the said W. and T. and their Heirs, or any of them; **And** that he the said W. and his Heirs, shall at all Times hereafter, and from Time to Time, upon reasonable Request or Demand to be made unto the said W. B. or his Heirs by the said R. and G. or either of them, at the Costs and Charges in the Law of the said R. and G. or either of them, make, do, acknowledge and suffer, or cause, &c. all and every such further Act and Acts, &c. as shall be reasonably devised, advised or required by the said R. and G. or either of them, for the better Assurance, Conveyance, and Sure-making of all and singular the Premises, with their Appurtenances, according to the several Uses, Limitations, Purposes and Intents before in these Presents limited and declared; be it by Fine, Feoffment, Recovery, Release, Deed inrolled or otherwise, with Warranty only against the said W. and his Heirs, and T. B. Father of the said W. and his Heirs: **And further**, that if at any Time after the Decease of the said W. the said S. shall be lawfully evicted or put out or from the said Messuage and other the Premises, or any Part or Parcel thereof, that then and from thenceforth the said W. B. his Heirs and Assigns, shall stand and be seised of and in such and so much of one Messuage, now called the C. and of all and all Manner of Cellars, &c. to the said Messuage last mentioned belonging, situate in the Parish of St. M. of L. as shall amount to the clear yearly Value of such and so much of the said Messuages and other the Premises first mentioned, as shall be evicted or taken away, to the Use of the said S. for the Term of her natural Life, and after her Decease to the Use of the right Heirs of the said W. for ever: **And lastly**, That at the Time of such Eviction, or taking away of the said Messuages, and other the Premises first named or any Part thereof, the said Messuages, and other the Premises last mentioned, shall remain and be clearly discharged, or during the natural Life of the said S. shall be sufficiently kept and saved harmless of and from all and all Manner of Estates, Interests, Charges and Incumbrances whatsoever, had, made, done or willingly suffered, or to be had, &c. by the said W. B. or any Person or Persons having or claiming, or which hereafter shall or may have or claim, any Thing in the Premises, by, from, or under the said W. **In Witness**, &c.

A Deed of Covenants for making a Jointure, after Marriage had.

THIS Indenture made, &c. **Between** *B. A.* of the one Part, and *L. H.* and *G. H.* of the other Part, **Witnesseth**, That the said *B. A.* for and in Consideration of the Love and Affection that he the said *B.* beareth to *D. A.* his now Wife, and for and in Consideration of the true Performance and Accomplishment of all such Promises, Contracts and Agreements had and made by the said *B. A.* upon the Marriage between him the said *B. A.* and the said *D. A.* and for the assuring, conveying and making of a good and perfect Jointure of the Lands, Tenements and Hereditaments of the said *B. A.* unto the said *D. A.* for and during the Term of her natural Life, and to the Intent the Lands, Tenements and Hereditaments of the said *B. A.* hereafter mentioned, may be sufficiently conveyed and assured to and for the Jointure of the said *D.* **He** the said *B. A.* **Doth** covenant, promise, grant and agree to and with the said *L. H.* and *G. H.* and their Heirs, **That** he the said *B. A.* shall and will within the Space of, &c. next ensuing the Date of these Presents, by good and sufficient Conveyances and Assurances in the Law, sufficiently convey and assure unto the said *L. H.* and *G. H.* and their Heirs, or to the Survivor of them and his Heirs, or to the Heir or Heirs of the Survivor of them, and the Heirs and Assigns of such Heir or Heirs for ever, **All that** his Marsh Ground or Lands, with the Appurtenances, called, &c. lying and being in, &c. or in any of them, within the County of *E.* and also all other his Lands, Tenements and Hereditaments with the Appurtenances, &c. aforesaid, and that the said Conveyance and Assurance so to be had and made within the said Space of, &c. next ensuing the Date of these Presents, shall remain and be, and the said *L. H.* and *G. H.* and their Heirs, and the Survivor of them and his Heirs, immediately from and after such Conveyance and Assurance so had and made, shall stand and be seised of and in all and singular the said Lands, Tenements, Hereditaments and other the Premises, with their Appurtenances, to the Uses, Intents and Purposes hereafter in these Presents expressed and declared, that is to say, *To the Use* and Behoof of the said *B. A.* and *D. A.* for and during the Life of the said *D.* and for the Jointure of the said *D.* and in full Recompence and Allowance of her Dower, and immediately from and after the Decease of the said *D. A.* to the Use of him the said *B. A.* his Heirs and Assigns for ever : **Provided** always notwithstanding, and it is the true Intent and Meaning of the said *B. A.* and of the Parties to these Presents; That it shall and may be lawful to and for the said *B. A.* at any Time or Times hereafter, at his Will and Pleasure, to demise, grant and make any Lease or Leases for the Term of twenty-one Years, or under, or for three Lives, or fewer, to commence from the Time of making such Lease or Leases in Possession, and not in Reversion, of all and singular the aforesaid Lands, Tenements and Hereditaments, and other the Premises, with their Appurtenances, or of any Part or Parcel of the same, which have most commonly been used to be demised or to Farm letten by the Space of twenty Years last past before the Date hereof, so that the said *D. A.* be made Party to all and every such Leases and Demises, and that the old accustomed Rent and Rents, or more, be or shall be reserved upon all and every the said Leases, Grants and Demises so to be made of the Premises, or of any Part thereof, as is aforesaid, to continue and be yearly payable during every of the said Leases and Terms unto the said *A. B.* and *D.* and the Heirs and Assigns of the said *B.* and so always as the said Leases or Demises, or any of them, be not in any wise dishonourable of Waste ; **And** that then and from thenceforth the said *L. H.* and *G. H.* and their Heirs, and the Survivor of them and his Heirs, shall stand and be seised of all and in all and singular the said Lands, Tenements and Hereditaments, and other the Premises, with their Appurtenances, and of and in any Part or Parcel thereof, so to be demised and leased, to the Use and Uses of all and every such Person and Persons, to whom the Premises, or any Part or Parcel thereof, shall be demised and leased, their Executors, &c. for and during such Term and Terms therein, as shall be limited upon any such Lease or Leases so to be made, as aforesaid, so that he or they to whom any such Lease or Leases shall be made as aforesaid, their Executors, &c. do well and truly pay or cause to be paid, such of the same yearly Rents and Payments as shall be reserved and appointed to be paid upon the making of every or any such Lease or Leases as aforesaid, to the said *B. A.* and *D.* during the Life of the said *D.* and after her Decease, to all and every such Person and Persons, to whom from Time to Time, and for the Time being, the immediate Use, Estate, Reversion, Remainder or Interest, of and in the same, or of and in any Part or Parcel thereof so to be demised or leased as aforesaid, shall, by and according to the true Intent and Meaning of these Presents, next belong, revert, remain, come or be, after the Expirations of such several Demises or Leases, as aforesaid, and shall and do well and truly observe, perform, fulfil and keep all and singular the Covenants, Grants, Articles, Conditions and Agreements contained and specified in the same Lease, Leases and Demises, on the Tenant's Part to be observed, performed, fulfilled and kept,

kept, according to the true Intent and Meaning of every such Lease, Grant or Demise: **And** so also, and upon Condition, that he or they, to whom any such Lease or Leases shall be made, his or their Executors, &c. do not at any Time or Times during his or their several Estate or Estates of and in the Premises, or of or in any Part or Parcel thereof, so to be demised or leased, commit or make, or willingly or wittingly procure or assent, or suffer to be committed or done, any Manner of Waste, Spoil or Destruction, in and upon the Premises, or in and upon any Part or Parcel thereof, which shall amount to 10 s. without the special Licence and Assent of the said B. A. and D. A. or of such Person or Persons to whom the immediate Use, Reversion or Remainder thereof, shall for the Time being be and appertain; **And also**, so that he or they to whom any such Lease or Leases shall be made of the Premises, or of any Part or Parcel of the same as aforesaid, shall and do at all Times, during his or their Estate or Estates of and in the same, well and truly content and pay to all and every such Person and Persons, to whom from Time to Time, and for the Time being, the immediate Use, Estate, Reversion, Remainder or Interest of and in the same, shall, by and according to the true Meaning of these Presents next belong, revert, remain, come or be, after the Expiration or Determination of such said several Demises, all Manner of Rents, Services, Duties and Customs, which either upon such several Demises or Leases so to be made as aforesaid, shall be reserved or otherwise due, by Reason of the Lands so to be demised or leased, according to the true Meaning, Purport and Intent of the said several Demises or Leases thereof to be made in Manner and Form aforesaid: **And further**, the said B. A. for the Considerations before in these Presents expressed, doth for him and his Heirs, &c. covenant, &c. That if he the said B. A. shall not or do not, within the Space of, &c. next ensuing the Date of these Presents, well and sufficiently convey and assure all and singular the Premises, with their Appurtenances, unto the said L. H. and G. H. and their Heirs as aforesaid, or shall or do leave any Part or Parcel of the Premises not sufficiently conveyed and assured unto the Persons aforesaid, in Manner and Form aforesaid, that then and immediately from and after the End of the said one Year next ensuing the Date hereof as aforesaid, the said B. and his Heirs, and all and every other Person and Persons, that shall then stand and be seised of and in the Premises, or of any Part or Parcel thereof, shall stand and be seised of and in all such and so much of the Premises, with the Appurtenances, as shall be so left, and not sufficiently conveyed as aforesaid, to such and the same Uses, Intents and Purposes, and with and under such Conditions, Provisoos, Contingencies, Limitations and Liberties, as before in these Presents are limited, declared and expressed. **In Witness, &c.**

See more in Title Marriage-Articles, Settlements, Covenants to stand seised, &c.

Leases.

A short Lease by way of Memorandum.

Memorandum, that K. D. Esq; **Leased** to R. S. the Messuage or Tenement in W. Street in the Parish of M. in the County of M. in which the said K. D. lately dwelt, **To hold** for one whole Year from *Midsummer* next ensuing, and so from Year to Year; **Pledging and paying** yearly and every Year unto the said K. D. 24 l. at the four most usual Feasts in the Year, viz. *Michaelmas, Christmas, Lady-Day and Midsummer*, by even and equal Portions; **And** the said K. D. did agree to repair the Premises, other than the Glass Windows thereof, and Pales before the Door; **And** the said R. S. did agree to repair the said Glass Windows, during the Term; **And** the said K. D. did agree, that R. S. might retain the first Quarter's Rent, laying it out in painting the Outside of the said House, and the Overplus (if any) otherwise in and about the said House; **And further**, the said R. S. may enter at any Time before *Midsummer*, provided that if either of the said Parties, their Executors or Administrators, shall be minded to determine the said Lease, and thereof leave and give Notice in Writing to the other, his Executors or Administrators, one Quarter of a Year before the End of any one Year, then from the End of the same Year this Lease shall determine and be void. **In Witness, &c.**

A Lease of a Messuage, &c. for a Term of Years.

THIS Indenture, made, &c. **Between** N. L. of, &c. free Mason, of the one Part, and W. S. of London, Merchant, of the other Part, **Witnesseth**, That the said N. L. Consideration. as well for and in Consideration of the Sum of fifty Pounds of lawful, &c. to him in Hand paid by

the said W. S. as a Fine or Income, the Receipt whereof he doth hereby acknowledge, and thereof doth release and discharge the said W. S. his Heirs, Executors and Administrators, by these Presents, as also of the Rents, Covenants and Agreements herein after reserved and contained on the Part and Behalf of the said W. S. his Executors, Administrators and Assigns, to be paid, kept and performed, **Doth** demise, granted, and to Farm let, and by these Presents **Doth** demise, grant, and to Farm let unto the said W. S. **All** that Messuage or Tenement, &c. with their and every of their Appurtenances, situate, lying and being, &c. late in the Tenure or Occupation of &c. and now in the Tenure or Occupation of him the said W. S. adjoining *Eastward* &c. together with all Ways, Passages, Waters, Water-courses, Lights, Easements, Privileges and Appurtenances whatsoever, to the same Premises belonging or in any wise appertaining; **To have and to hold** the said Messuage or Tenement, and all and singular other the Premises herein before mentioned or intended to be hereby demised, with their and every of their Appurtenances, unto the said W. S. his Executors, Administrators and Assigns, from the Feast-Day of, &c. now last past, for and during and unto the full End and Term of, &c. from thence next ensuing, and fully to be compleat and ended; **Yielding and Paying** therefore yearly and every year during the said Term unto the said N. L. his Heirs and Assigns, the yearly Rent or Sum of, &c. of lawful, &c. on the four most usual Feast-Days or Times of Payment in the Year; that is to say) the Feast-Days of, &c. **And** the said W. S. for himself, his Heirs, Executors, Administrators and Assigns doth covenant, promise and agree to and with the said N. L. his Heirs and Assigns, by these Presents, in Manner and Form following; (that is to say) that he the said W. S. his Executors, Administrators and Assigns, or some of them, shall and will from Time to Time, and at all Times hereafter, well and truly pay or cause to be paid unto the said N. S. his Heirs or Assigns, the said yearly Rent or Sum of, &c. of lawful, &c. at the Days or Times herein before mentioned or appointed for Payment thereof, by even and equal Portions as aforesaid: **And** that he the said W. S. his Executors, Administrators and Assigns, shall and will from Time to Time, and at all Times hereafter during the said Term, at his and their own proper Costs and Charges, well and sufficiently repair, support, uphold, sustain, maintain, pave, purge, scour, clean, amend and keep the said Messuage or Tenement, and all and singular other the Premises hereby granted, with their and every of their Appurtenances, by and with all and all Manner of needful and necessary Reparations and Amendments, when, where and as often as Need or Occasion shall be or require: **And** the same Premises and every Part thereof, with the Appurtenances, so being well and sufficiently repaired, supported, upheld, sustained, maintained, paved, purged, scoured, cleansed, amended and kept together, with the several Goods and other Things in, &c. hereunto annexed, in as good Plight and Condition as the same now are, reasonable Use and Wearing thereof in the mean Time only excepted, at the End of the said Term, or other sooner Determination of this present Lease, which shall first happen, shall and will peaceably and quietly leave, surrender and yield up unto the said N. L. his Heirs or Assigns, without Contradiction in any wife: **And** also that it shall and may be lawful to and for the said N. L. his Heirs and Assigns, or any of them, with Workmen or others, or without, twice or oftner in every Year, yearly during the said Term, at his or their Wills or Pleasures, at seasonable Times, in the Day-time, to enter and come into and upon the said demised Premises, or any Part thereof, there to view, search and see the State and Condition of the Reparations thereof, and to give or leave Notice or Warning in Writing, at the same demised Premises, to or for the said W. S. his Executors, Administrators or Assigns, for the repairing and amending of all such Defects, Decays and Wants of Reparations, as upon any such View or Views shall be found needful to be repaired and amended within, &c. next after such Notice or Warning; **Within** which said Time of, &c. next after every or any such Notice or Warning, he the said W. S. for himself, his Executors, Administrators and Assigns doth covenant, promise and agree, to and with the said N. L. his Heirs and Assigns, by these Presents, well and sufficiently to repair and amend the same Defects, Decays and Wants of Reparations accordingly: **Provided always**, that if it shall happen the said yearly Rent or Sum of, &c. shall be behind or unpaid, in Part or in all, by the Space of, &c. next over or after any of the said Feasts or Days of Payment thereof before mentioned, (*being lawfully demanded*) or if the Reparations of all and singular the said demised Premises, shall not from Time to Time, during the said Term, be well and sufficiently made and done within three Months after every Notice or Warning given, or left for doing thereof as aforesaid, that then and in every or any of the said Cases it shall and may be lawful to and for the said N. L. his Heirs and Assigns, or any of them, into the said demised Premises, with the Appurtenances, and into every Part thereof, in the Name of the whole, wholly to re-enter, and the same to have again, retain, repossess and enjoy, as in his or their first or former Estate, and the said W. S. his Executors, Administrators and Assigns, and all other the Occupiers and Possessors of the said demised Premises or any Part thereof, thereout, and from thence utterly to expel, put out and amove, this

Covenant of Demise.
Premises.

Habendum for a Term of Years.

Reddendum of a certain Rent, payable quarterly, Covenant for Payment of the Rents.

Covenant that the Lessee shall repair, &c.

Covenant to leave the Premises in good Repair at the End of the Term.

Covenant that the Lessor, &c. may come upon the Premises to view the Repairs, and give Notice of what is in Decay;

And that the Lessee shall repair within, &c. after such Notice.

Covenant for Re-entry in case the Rent be not paid, or the Premises not repaired after Notice as aforesaid.

this Indenture or any Thing herein contained to the contrary thereof in any wise notwithstanding: **And** the said *N. L.* for himself, his Heirs, Executors, Administrators and Assigns, and for every of them, doth covenant, promise and agree, to and with the said *W. S.* his Executors, Administrators and Assigns, and to and with every of them, by these Presents, in Manner and Form following, (that is to say) that he the said *W. S.* his Executors, Administrators and Assigns, paying the said yearly Rent of, &c. in Manner and Form aforesaid, and also observing, performing, fulfilling and keeping all and singular the Covenants, Articles, Clauses, Provisoos, Conditions and Agreements herein before contained, which on his or their Parts are or ought to be observed, performed, fulfilled and kept, according to the true Intent and Meaning of these Presents, shall or may lawfully, peaceably and quietly have, hold, use, occupy, possess and enjoy the said Messuage or Tenement, and all other the said hereby demised Premises, with the Appurtenances, for and during the said Term of, &c. hereby granted, without any lawful Let, Suir, Trouble, Denial, Eviction, Molestation or Hindrance of or by the said *N. L.* his Heirs or Assigns, or of or by any Person or Persons whatsoever, lawfully claiming or to claim by or from or under him, them or any of them, or by or through his, their, or any of their Acts, Means, Consent, Neglect, Default or Procurement *: **And also**, that he the said *N. L.* his Heirs, Executors, Administrators and Assigns shall and will from Time to Time, and at all Times well and sufficiently save, defend, keep harmless and indemnified the said *W. S.* his Executors, Administrators, and Assigns, and his and their Goods and Chattels, of, from and against the Rent or Rents reserved, due or payable for the above mentioned Piece or Parcel of Ground lying, &c. hereby demised, which said Piece of Ground the said *N. L.* holdeth by Lease from, &c. for a longer Term of Years than is hereby granted, and of, from and against all Actions, Suits, Distresses, Re-entries, Troubles and Damages which shall or may arise or happen for or by Reason of the said Rent or Rents in any wise howsoever, **And lastly**, that if the said *W. S.* his Heirs or Assigns, shall at any Time within the said Space of, &c. hereby granted hereof, be minded or desirous to purchase the said hereby demised Premises, being all (excepting the afore mentioned Piece of Ground) Copyhold of Inheritance, and holden of his Manor of, &c. and now vested in the said *N. L.* in Fee according to the Custom of the said Manor, at or for the Rate or Sum of, &c. of lawful, &c. and give Notice of such his or their Mind or Desire in Writing to the said *N. L.* his Heirs or Assigns, at any Time before the Expiration of one Month next after the first nine Years of the said Term, he the said *N. L.* his Heirs and Assigns, shall and will at any Time after such Notice, upon Request to him or them made for that Purpose, by the said *W. S.* his Heirs or Assigns during the said Term, upon Payment or Tender of the Sum of, &c. in due Form of Law, and according to the Custom of the said Manor, surrender the said Messuage or Tenement, and Garden, and all and singular other the Premises hereby demised, with their Appurtenances (except only the said Piece of Leasehold Ground), and all his and their Estate and Interest therein, **To** the Use and Behoof of the said *W. S.* his Heirs and Assigns for ever, freed and discharged of and from all and all Manner of former and other Surrenders, Titles, Troubles, Charges and Incumbrances whatsoever, then or at any Time theretofore had, made, committed, done, or wittingly or willingly suffered, by him the said *N. L.* or any Person or Persons lawfully claiming or to claim, by, from or under, or in Trust for him: **And** that he the said *N. L.* his Executors, Administrators and Assigns, shall and will at the same Time, for the Considerations aforesaid, in due form of Law, assign and transfer to the said *W. S.* his Executors, Administrators and Assigns, the aforesaid Piece of Ground, together with the Indenture of Lease by which the same shall be then held, and all his and their Right, Title and Demand thereunto, for all the Residue of the Term of Years which shall be then to come in such Lease, freed and discharged from all such former and other Titles, Troubles, Charges and Incumbrances as aforesaid. **In Witness, &c.**

Covenant that in case the Rent be paid, and the Condition, &c. performed, the Lessee shall enjoy the Premises during the Term without any Interruption, &c.

Covenant to save harmless against Rents reserved in a Lease of Part of the Premises made for a longer Term of Years.

Covenant that the Lessee shall surrender the Premises to the Lessor if he desire to purchase the same, at any Time within a Month after the Expiration of the first nine Years.

To the Use of the Lessor and his Heirs for ever.

Other Covenants which may be necessary in a Lease of a House.

A Covenant that the Tenant shall lay out, &c. in Repairs.

— **And** the said *A. B.* in Consideration of these Presents, and the Covenants and Agreements herein contained, **Doth** covenant, promise and agree, to and with the said *C. D.* his Heirs and Assigns, that he the said *A. B.* his Executors, Administrators, or Assigns, shall and will within — Months next after the Date hereof, lay out and expend the Sum of — in repairing, amending, adorning and beautifying the said Messuage or Tenement hereby demised :

* So far are common and usual Covenants; the rest which follow are special ones, and others may be added to answer the Minds of the Parties,

mised : Or shall and will at his own proper Costs and Charges, well and sufficiently put the said Messuage or Tenement hereby demised in a good, sufficient, substantial and tenantable Repair, and particularly shall and will— *The Particulars agreed on.*

A Covenant that Lessee may take down and carry away such and such Things at the End of the Term, unless Lessor will pay for them.

— And the said C. D. for himself, his Heirs and Assigns, **Doth** covenant, promise and agree to and with the said A. B. his Executors, Administrators and Assigns, by these Presents, that it shall and may be lawful to and for the said A. B. his Executors, Administrators and Assigns, or any of them, at the End of the said — Years, or other sooner Determination of these Presents, to take down and carry away *such and such Things*, or all such Things, Erections, Buildings, Furnitures, and Ornaments, as he or they shall, during the said Term, have fixed, erected, and set up, in, about or upon the said Premises, doing as little Damage to the said Messuage or Tenement as he possibly can, unless the said C. D. his Heirs or Assigns be willing to have and keep the same, and thereof shall give Notice to the said A. B. and shall and do pay or cause to be paid unto the said A. B. his Executors, Administrators or Assigns, so much Money for the same, as they shall be reasonably valued at, by two indifferent Persons, the one to be chosen by the said A. B. his Executors, Administrators or Assigns, and the other by the said C. D. his Heirs or Assigns.

That Lessee may deduct the Charges of Repairs out of his Rent.

— And also, that it shall and may be lawful to and for the said A. B. his Executors, Administrators and Assigns to retain, deduct, and keep out of every Year's Rent, agreed to be paid to the said C. D. his Heirs or Assigns, as aforesaid, all and so much Money, as he the said A. B. his Executors, Administrators or Assigns shall from Time to Time, during the said Term, have paid for the King's-Tax and other Tax, and Taxes agreed to be paid by the said C. D. his Heirs and Assigns; **And also** for such Repairs, Amendments and Additions, by him made or done, or caused to be made and done, in and about the Premises, by and with the Consent or Direction of the said C. D. his Heirs or Assigns, or without, so that such Money be laid out and expended in repairing and supporting the said Premises, or some Part thereof.

That Lessee shall not assign his Lease, or let the Premises to any Person without Licence, nor alter the Position of the Premises.

— And the said A. B. for himself, his Heirs, Executors and Administrators, **Doth** further covenant, promise and agree to and with the said C. D. his Heirs and Assigns, that he the said A. B. his Executors or Administrators shall not, nor will at any Time or Times hereafter, during the Continuance of this Demise, assign or set over this present Indenture of Lease, or lease, set, or let, the said Premises hereby demised, or any Part thereof, for all or any Part of the Term hereby granted, to any Person or Persons whomsoever (*using or exercising the Trade or Business of Victualler, Butcher, &c.*) nor shall nor will make or do, or cause to be made or done any Addition, Diminution, or Alteration whatsoever, into or about the Messuage or Tenement hereby demised, without Licence and Consent of the said C. D. his Heirs or Assigns, in Writing first had and obtained, for all and every the Purposes aforesaid.

N. B. 'Tis best to make this or the like Covenant, Part if the Proviso for making the Lease void, otherwise, only an Action will lie on the Covenant.

That Lessee, if desirous, may leave the Premises within the Term.

— **And lastly**, it is hereby covenanted and agreed by and between the said Parties hereto, and it is the true Intent and Meaning of these Presents, That if the said A. B. his Executors, Administrators or Assigns, shall be minded and desirous to leave, yield and give up the said Premises hereby demised, at the End of five Years, or seven Years next after the Commencement of this present Demise or Lease, and shall leave or give six Months Notice of such his Mind and Desire in Writing, under his or their Hands, unto or for the said C. D. his Heirs or Assigns, immediately preceding either of the said Terms of five Years or seven Years, that then and immediately after the Expiration of either of the said Terms of five or seven Years, this present Indenture, and the Term and Estate hereby granted

granted shall cease, determine and be utterly void, any Thing herein contained to the contrary thereof in any wise notwithstanding.

A Demise of a Messuage, &c. for a Term of Years.

THIS Indenture, made, &c. Between *W. S.* of, &c. Gent. and *F.* his Wife on the one Part, and *J. P.* Citizen and Cordwainer of *London* on the other Part, **Witnesseth**, That the said *W. S.* and *F.* his Wife, for and in Consideration of the Rents, Covenants and Agreements herein after reserved and mentioned on the Part and Behalf of the said *J. P.* his Executors, Administrators and Assigns, to be paid, kept and performed, and for other good Causes and Considerations them thereunto moving, **Have** demised, leased and to Farm Messuage or Tenement, with the Appurtenances situate, lying and being, &c. **Except** always out of this present Demise reserved unto and for the said *W. S.* and *F.* his Wife, their Executors, Administrators and Assigns, and the Inhabitants of the said Messuage or Tenement in the Tenure of, &c. for the Time being, the Water-course or Passage for Water, made under or thorough the Shop of the said hereby demised Messuage for Conveyance of Water from the Yard or back Part of the said Messuage in the Tenure of the said *W. B.* into, &c. **And** free Liberty of Ingress, Egress and Regress into, upon or over the said hereby demised Messuage, for him the said *W. S.* and *F.* his Wife, their Executors, Administrators, Tenants, Workmen and Assigns, at all Times convenient, during the Term hereby granted, to cleanse, repair and amend the same Water-course; **To have and to hold** the said Messuage or Tenement, and all and singular other the Premises, with the Appurtenances, above by these Presents demised, or meant, mentioned or intended to be demised (except before excepted) unto the said *J. P.* his Executors, Administrators and Assigns, from the Feast-Day of the Birth of our Lord Christ now last past, for and during, and unto the full End and Term of, &c. **Yielding and paying** therefore yearly and every Year, during the said Term, unto the said *W. S.* and *F.* his Wife, their Executors, Administrators and Assigns, the yearly Rent or Sum of, &c. of lawful, &c. at the four most usual Feasts or Terms of Payment in the Year, (that is to say) at the Feasts of the, &c. by even and equal Portions: **And** the said *J. P.* for himself, his Executors, Administrators and Assigns, doth covenant, promise and grant, to and with the said *W. S.* and *F.* his Wife, their Executors, Administrators and Assigns, by these Presents in Manner and Form following, (that is to say) that he the said *J. P.* his Executors, Administrators and Assigns, or some of them, shall and will from Time to Time, and at all Times hereafter during the said Term of Years, well and truly pay or cause to be paid unto the said *W. S.* and *F.* his Wife, their Executors, Administrators or Assigns, the said yearly Rent or Sum of, &c. in such Manner and Form as the same is herein before reserved and made payable; **And also**, that he the said *J. P.* his Executors, Administrators and Assigns, at his, their or some of their own proper Costs and Charges, shall and will well and sufficiently repair, support, sustain, pave, cleanse, amend and maintain the said Messuage or Tenement hereby demised, and the Sinks, Pavements, Privies and Wydraughts thereunto belonging, in, by and with all and all Manner of needful and necessary Reparations and Amendments whatsoever, from Time to Time, when and as often as Need shall require during the Term aforesaid, and at the End of the said Term, or other sooner Determination of this present Lease (which first shall happen) shall and will leave, surrender and yield up the said Messuage or Tenement, and Premises hereby demised, with their Appurtenances, unto the said *W. S.* and *F.* his Wife, their Executors, Administrators and Assigns, well and sufficiently repaired, supported, sustained, paved, cleansed and amended as aforesaid, together with all such Locks, Doors, Keys, Bolts, Glass and glazed Windows, Wainscots, Partitions and such like, which now are or hereafter shall be set up and fixed within or about the Premises, or any Part thereof (and shall not be removeable by the Custom of the City of *London*) whole, safe and undamaged: **And also**, That he the said *J. P.* his Executors, Administrators and Assigns, shall and will quietly permit and suffer, and it shall and may be lawful to and for the grand Lord or Landlords of the said demised Premises for the Time being, and also for the said *W. S.* and *F.* his Wife, their Executors, Administrators and Assigns, and every or any of them, with such Workmen and others as he, she, they or any of them shall think fit, or without, at all Times convenient in the Day-time during the said Term, to enter or come into or upon the said hereby demised Premises, and into every or any Part thereof, there to view, search and see whether the same, and every Part thereof, be in good and sufficient Repair or not; **And** of the Default, Decays and Want of Reparations so then or there found, to give or leave Notice or Warning in Writing, at or in the said hereby demised Messuage, to or for the said *J. P.* his Executors, Administrators and Assigns, to repair and amend the same within the Space of, &c. then next following; **Within** which said Space of, &c. the

The Consideration of Rents, &c.

Excepting a Water-course.

And free Ingress, &c. to repair the same.

Habendum for a Term of Years.

Reddendum a certain Rent payable quarterly.

Covenant for Payment of the Rent.

Covenant to repair the Premises, and leave them in good Repair at the End of the Term, together with all Locks, &c.

Covenant that the Lessor may view the Premises, &c.

And to give Notice in Writing of the Want of said Repairs.

Covenant for Re entry, in case the Rent be not paid, or the Premises not repaired.

Covenant for quiet Enjoyment, on the Lessee's performing all Covenants, &c. and that the Lessor shall pay the Ground Rent.

Covenant that any of the Parties may set up Boards to hinder the Prospect of the Shop into the Yard of the other Messuage.

Covenant that the Lessor may upon six Months Notice, take the Shop into his own Hand;

And the Lessor to defalk a certain Sum out of the Rent reserved.

said J. R. doth hereby for himself, his Executors, Administrators and Assigns further covenant and promise, to and with the said W. S. and F. his Wife, their Executors, Administrators and Assigns, well and sufficiently to repair and amend the same accordingly: **Provided always**, that if it shall happen the said yearly Rent or Sum of, &c. before by these Presents reserved, shall be behind and unpaid, in Part or in all, by the Space of, &c. next after any of the said Feast Days on which the same ought to be paid as aforesaid, (being lawfully demanded) or if the Reparations of the said demised Premises shall not be made and done, from Time to Time, within, &c. next after Notice or Warning given or left for the doing thereof as aforesaid, according to the true Intent and Meaning of these Presents, **That then** and from thenceforth, and at all Times after, in either of the said Cases, it shall and may be lawful to and for the said W. S. and F. his Wife, their Executors, Administrators and Assigns, or any of them, into the said hereby demised Premises, and into every or any Part thereof, in the Name of the whole, wholly to re-enter, and the same as in his or their former Estate to re-possess and have again; and the said J. P. his Executors, Administrators and Assigns, and all others, thereout and from thence utterly to expel, put out and amove; this Indenture or any Thing herein contained to the contrary thereof in any wise notwithstanding: **And** the said W. S. for himself, and the said F. his Wife, their Executors, Administrators and Assigns, doth covenant, promise and grant, to and with the said J. P. his Executors, Administrators and Assigns by these Presents, **That** he the said J. P. his Executors, Administrators and Assigns, well and truly observing, performing, paying, fulfilling and keeping all and singular the Covenants, Grants, Articles, Payments and Agreements herein contained, on his or their Parts to be paid, kept and performed, shall or lawfully may, during the said Term hereby granted, peaceably and quietly have, hold, occupy, possess and enjoy all and singular the said demised Premises, with the Appurtenances, without any lawful Let, Suir, Trouble, Expulsion, Eviction or Interruption of or by the said W. S. and F. his Wife, their Executors, Administrators or Assigns, or any of them, or of or by any other Person or Persons by his, her or their Act, Means, Title, Consent, Default, Neglect or Procurement; and that clearly discharged of and from the yearly Rent, payable by the said W. S. and F. his Wife, their Executors, Administrators and Assigns, to the Head Landlord or Landlords, of the said Premises for the Time being, (for the same Premises, with other Things held by the said W. S. and F. his Wife for a longer Term than is hereby granted) and of and from all Actions, Suits, Costs, Expences and Damages whatsoever, touching or concerning the same, or any Part thereof, **And lastly**; it is hereby covenanted, concluded and agreed by and between all the said Parties to these Presents, for themselves, their Executors, Administrators and Assigns, in Manner and Form following; (that is to say) That any of the said Parties, his, her, or their Executors, Administrators or Assigns, shall and may at his or their Liberties, Wills or Pleasures, fasten or set up Boards or Blinds in such Wife or Manner as may only hinder the Prospect or looking out of the Window, in the back Part of the Shop of the hereby demised Messuage into the Yard of the said other Messuage in the Tenure of the said W. B. out of the said Yard into the same Shop, thereby not obscuring or hindering the Light coming in through the same Window into the said Shop: **And also**, that if the said W. S. and F. his Wife, their Executors, Administrators or Assigns, shall at any Time during the Term hereby granted, be minded to take the Shop now in the Possession of, &c. (being Part of the Messuage or Tenement hereby demised) into his, her, their or any of their own Hands, Use or Possession, or otherwise to let or dispose thereof, and shall give unto the said J. P. his Executors, Administrators or Assigns, six Months Notice in Writing of such his, her, their or any of their Intention, that at or immediately after the End or Expiration of the said six Months it shall and may be lawful to and for the said W. S. and F. his Wife, their and each of their Executors, Administrators or Assigns, to enter upon, hold and enjoy the said Shop from thenceforth, during all the Rest and Residue of the said Term, which shall be then to come and unexpired: **And** that from the Time of such Entry, the said W. S. and F. his Wife, their Executors, Administrators and Assigns, shall and will discount and allow, or otherwise it shall and may be lawful to and for the said J. P. his Executors, Administrators and Assigns, or any of them, to defalk and retain the Sum of, &c. yearly and every Year out of the said Rent of, &c. hereby reserved, which is to be in full Satisfaction for the said Shop; any Thing herein before contained to the contrary notwithstanding. **In Witness, &c.**

A Lease of a Farm, let at a Rack-Rent for seven Years; with Variety of good Covenants.

THIS Indenture made, &c. Between W. B. of, &c. of the one Part, and W. W. of, &c. of the one Part, **Witnesseth**, That the said W. B. for and in Consideration of the yearly Rent and Covenants herein after reserved and contained, and which on the Part and

and behalf of the said *W. W.* his Executors and Administrators, are and ought to be paid, kept, done and performed, **Path** demised, granted, and to Farm letten, and by these Pre-
 fents, **Doth** demise, grant and to Farm let unto the said *W. W.* **All that** Messuage, Tene-
 ment and Farm, commonly called or known by the Name of, &c. lying and being in the
 Parish of, &c. in the said County of, &c. late in the Possession of, &c. together with all
 Barns, Stables, Outhouses, Clofes, Grounds, Lands, Meadows, Pastures, Feedings, Com-
 mons, Profits, Ways, Waters, Easements and Appurtenances whatsoever to the said Messuage,
 Tenement and Farm belonging or in any wise appertaining; (excepting and always reserv-
 ing out of this present Demise and Grant unto the said *W. B.* his Heirs and Assigns, &c.
 And also except all Timber-Trees, Woods and Underwoods, now standing, growing or be-
 ing, or which at any Time during the Term hereby granted shall stand, grow, or be, in or
 upon the said demised Premises, or any Part thereof, with Liberty to fell, cut down, take
 and carry away the same); **To have and to hold** the said Messuage, Tenement and Farm,
 and all and singular the said Premises hereby demised, with the Appurtenances (except be-
 fore excepted) unto the said *W. W.* his Executors, Administrators and Assigns, from the
 Feast Day of the *Annunciation* of the Blessed Virgin Mary next ensuing the Date hereof, for
 and during the Term of seven Years thence next ensuing and following, and fully to be
 compleat and ended; **Yielding and paying** therefore yearly and every Year, during the
 said Term hereby granted, unto the said *W. B.* his Heirs and Assigns, the yearly Rent of a certain year-
 100*l.* of lawful Money of *Great Britain*, in and upon the nine and twentieth Day of *Sep-*
tember, and the five and twentieth Day of *March*, by even and equal Portions; **And also**
 yielding and paying, and the said *W. W.* for himself, his Executors, Administrators and
 Assigns, **Doth** covenant and grant to and with the said *W. B.* his Heirs and Assigns, to
 yield and pay in and upon the Days and Times of Payment of the said yearly Rent above
 reserved, and over and above the same Rent, according to the Rate of five Pounds of law-
 ful *British* Money the Acre, and so proportionably, for every greater or lesser Quantity of
 the Meadow or Pasture Ground hereby demised, which he the said *W. W.* his Executors,
 Administrators or Assigns, shall at any Time during the said Term hereby granted, ear,
 plough, spit up, dig or convert to Tillage, or cause or procure, permit or suffer to be eared,
 ploughed, spitted up, digged or converted to Tillage; the first Payment thereof to begin
 at that Day of Payment of the said yearly Rent above reserved, which shall next happen after
 any Part of the said Meadow or Pasture Ground shall be so as aforesaid eared, ploughed, spit-
 ted up, digged or converted to Tillage: **And** if it shall happen the said yearly Rent above
 reserved, or any Part thereof, to be behind and unpaid, in Part or in the Whole, by the
 Space of eight and twenty Days next after either of the said Days or Times whereon the same
 should or of Right ought to be paid as aforesaid, being lawfully demanded, that then and
 from thenceforth it shall and may be lawful to and for the said *W. B.* his Heir and Assigns,
 into the said demised Premises, or into any Part thereof, in the Name of the Whole, to re-
 enter, and the same Premises, and every Part thereof, to have again, repossess and enjoy,
 as in his and their first and former Estate, Right, Title and Degree; any Thing herein con-
 tained to the contrary thereof in any wise notwithstanding: **And** the said *W. W.* for himself,
 his Executors, and Administrators, doth covenant and grant to and with the said *W. B.* his
 Heirs and Assigns in Manner and Form following; that is to say, That he the said *W. W.* his
 Executors, Administrators or Assigns, shall and will well and truly pay or cause to be paid
 unto the said *W. B.* his Heirs or Assigns, the said yearly Rent above reserved, at the Days
 and Times, and in Manner and Form above expressed, according to the Purport and true
 Meaning of these Presents; **And also** that he the said *W. W.* his Executors, Administrators
 and Assigns, shall and will keep in good and sufficient Repair, during the said Term, all the
 Glas Windows to the Dwelling-House, and all the Walls, Gates, Stiles, Bounds and Fences
 belonging to the said demised Premises, (being allowed Timber and Frith for the doing
 thereof by the said *W. B.* his Heirs or Assigns) and scour and cleanse all the Ditches and
 Water-courses on the said Premises; and shall and will leave the same well and sufficiently
 repaired, scoured and cleansed at the End of the said Term; **And also** shall and will in a
 Husband-like Manner, spend and employ in and upon the said Premises, all the Hay, Straw,
 Fodder, Dung, Muck and Soil, which shall happen to be made or arise there at any Time
 during the said Term; **And** will permit and suffer *A. B.* the present Tenant, to take off his
 Crop of Corn at the next Harvest, which shall or may be sown this Year on the said demised
 Premises; **And also**, that he the said *W. W.* his Executors, Administrators and Assigns,
 shall and will sow twenty Acres of the arable Land to Clover every Year during the said Term,
 and leave twenty-five Acres of the said Land sufficiently sown to Clover at the End of the
 said Term; **And also** shall and will leave yearly and every Year, during the said Term, one
 half of the said arable Land as a Summer Fallow unsown; **And also**, that he the said *W. W.*
 his Executors, Administrators and Assigns, shall not nor will mow any Part of the Down
 Ground during the said Term, nor do or commit, or permit or suffer to be done or com-
 mitted, Waste.

Covenant of
Demise.
Premises.Exception of
Timber.

Habendum.

Reddendum of
a certain year-
ly Rent.Also of 5*l.*
over and above
for every Acre
of Meadow
ploughed up.Rent behind,
Lessor to re-
enter.Covenant to
pay the Rent;And keep in
Repair the
Premises;And spend the
Dung there-
on;And permit
present Te-
nant to take
his Crop, to
sow 20 Acres
with Clover;
And leave
half the arable
fallow;Not mow any
Down or do
mitted, Waste.

mitted, any Waste, spoil or Destruction, in or upon the said Premises, or any Part thereof : **And further**, that the said *W. W.* shall and will from Time to Time, during the said Term, discharge and bear the Offices of Overseer, Churchwarden, Constable, Tithingman, and all such like personal Offices, wherewith the said Premises shall be charged, when and as often as they shall happen : **And** the said *W. B.* for himself, his Heirs and Assigns, doth covenant and grant to and with the said *W. W.* his Executors, Administrators and Assigns, **That** he the said *W. B.* his Heirs and Assigns, shall and will at all Times during the said Term hereby granted, well and sufficiently repair, uphold and keep the said Messuage and other the Houses hereby demised (except the Glass Windows thereof) in all needful and necessary Reparations, when and as often as Need shall require ; **And also** shall and will at all Times during the said Term hereby granted, bear, pay and discharge, or abate, deduct and allow out of the said yearly Rent hereby reserved, all Taxes, Rates and Payments whatsoever, wherewith the said Premises shall or may be charged or chargeable, (Window Money, and such like Taxes as are and shall be, at any Time during the said Term, particularly laid upon Tenants by Act of Parliament only excepted) : **And further**, that he the said *W. B.* his Heirs and Assigns, shall and will yearly, during the said Term, allow the said *W. W.* his Executors, Administrators and Assigns, 400 Faggots, or the Value thereof in other Wood, for Firing, to be had and taken by the Assignment and Appointment of the said *W. B.* his Heirs or Assigns, or his or their Bailiff, and not otherwise, and to be spent on the said Premises only, and not elsewhere, and sufficient Plough-Timber, or else in Lieu of such Plough-Timber the Sum of one Pound and ten Shillings in Money, at the Election of the said *W. B.* his Heirs and Assigns ; **And** shall and will put the Dwelling-House and Out-Houses, Walls, Gates and Fences in tenantable Repair, on or before *Lady-Day* next : **And also**, that he the said *W. W.* his Executors, Administrators and Assigns, shall and may from Time to Time, and at all Times, during the said Term hereby granted, (by and under the yearly Rents, Covenants and Agreements herein contained) peaceably and quietly enter into, have, hold, occupy, possess and enjoy, all and singular the said Premises hereby demised, with the Appurtenances, (except before excepted) without any Let, Trouble, Hindrance, Molestation, Interruption and Denial of him the said *W. B.* his Heirs and Assigns, and of any other Person or Persons whatsoever, lawfully claiming or to claim by, from or under him, them, or any of them ; **And** shall and may hold and enjoy sixty Acres of the arable Land belonging to the said demised Premises, from the End of the said Term hereby granted, till the End of the Harvest then next following, and the Barn to thrash out his Corn in, for a Year after the End of the said Term, and House-room to lodge in, and Liberry to fodder his Cattle upon the Ground called, &c. until the third of *May* after the Expiration of the said Term : **Provided always**, and it is agreed and declared by and between the said Parties to these Presents, That if the said *W. B.* his Heirs or Assigns, shall be minded and desirous to take into his or their own Hands the Possession of the said Premises, at the End of the first five Years of the said Term hereby granted, and of such his or their Mind and Desire, do and shall on the 29th Day of *September* next, before the End of the said first five Years, give Notice in Writing under his or their Hand or Hands, to the said *W. W.* his Executors, Administrators and Assigns, or leave the same for him or them at the Messuage hereby demised, with one of his or their Servants there ; **Then**, and at the End of the first five Years of the said Term, he the said *W. B.* his Heirs and Assigns, may enter into the said demised Premises, and take Possession thereof accordingly ; any Thing herein contained to the contrary thereof in any wise notwithstanding : **Provided also**, and it is further agreed and declared by and between the said Parties to these Presents, That if the said *W. W.* his Executors, Administrators and Assigns, shall be minded and desirous to leave and yield up the said demised Premises to the said *W. B.* his Heirs or Assigns, at the End of the first five Years of the said Term hereby granted, and of such his or their Mind and Desire do and shall, on the nine and twentieth Day of *September* next before the End of the said first five Years, give Notice in Writing under his or their Hand or Hands, to the said *W. B.* his Heirs or Assigns, or leave the same for him or them at the Capital Messuage of the said *W. B.* situate in, &c. with one of his or their Servants there, then and in such Case, the said Term hereby granted shall, at the End of the first five Years, cease and determine ; any Thing herein contained to the contrary notwithstanding. **In Witness, &c.**

Shall serve
Offices.

The Lessor
shall keep the
Messuage in
Repair ;

And pay or
allow Taxes,
&c. except, &c.

Shall allow
Lessee Fire-
wood.

And put the
Premises in
Repair.
For quiet En-
joyment for
the Term.

And may hold
60 Acres of
arable Land,
Barn, &c.
until, &c.

Provido the
Lessor may
take the Pre-
mises into his
own Hands,
at the End of
five Years.

Provido the
Lessee may
yield up, &c.
at the End of
five Years.

A Lease of a Messuage, Mill, Lands, Meadows, Pastures, Tithes, and other Things, with several Exceptions, Habendums, Reservations of Rents, Provisoes and Covenants, whereby may be made a several Lease of any of those Things, with such Exceptions, Habendums, Reservations of Rents, Provisoes and Covenants, as the Case requirith.

THIS Indenture made, &c. Between *J. L.* of *D.* in the County of *S.* Clerk, of the one Part, and *W. T.* of *H.* in the same County, Yeoman, of the other Part,
Witnesseth,

Witnesseth, that the said *J. L. Bath* demised, granted, and to Farm let, and by these Consideration. Presents **Doth** demise, grant and to Farm let unto the said *W. T.* All that Messuage or Tenement, with the Appurtenances, sometime called *B.* late in the Occupation of *J. S.* and all Out-houses, Barns, Stables, Buildings, Curtilages, Gardens and Orchards thereunto belonging; And also all those several Closes or Parcels of Land, Meadow and Pasture, herein after particularly mentioned, (that is to say) All that Close of Arable Land called *T.* Close, containing by Estimation 10 Acres, between the Highway leading from *A.* to *B.* on the East, a Ditch in the Land of *J. B.* on the West, a Hedge on the Land of *W. B.* on the North, and Land in the Occupation of *S. C.* on the South; and also all that Close or Pasture, containing by Estimation, &c. between, &c. (And so of other Parcels, wherein you may briefly express as before, whether the Fence do belong to them or the adjoining Lands) All which said Messuage, Lands and Premises, are situate and being in the Parish of *D.* aforesaid; and also all Ways, Waters, Easements and Appurtenances, to the said Messuages, Lands and Premises, or any of them, belonging; All that Messuage or Tenement and Brewhouse, late in the Occupation of *A. B.* his Assigns or Under-tenants, in or near a Street called *B. Lane* in the Parish of *St. Mary A. London*, together with all Stables, Edifices, Buildings, Lights, Windows, Ways, Passages, Water-courses, Profits, Commodities and Appurtenances thereunto belonging; and also all and singular those Furnaces, Coppers, Vats, Vessels and other Utensils, Goods and Chattels in the said Messuage, Tenement and Brewhouse now being or lately used together with the same, specified in a Schedule hereunto annexed; — All that his Water-grist-Mill and Mills, (being two Grist-Mills under one Roof) commonly called or known by the Name of *B. Mill* or Mills, with the Appurtenances, in the Parish of, &c. some Time in the Tenure or Occupation of *C. D.* or his Under-tenants or Assigns; and all that Parcel of Ground upon one Part whereof the said Mills stand, containing by Estimation one Acre or thereabouts, be the same more or less; And also, all that the Suit of and to the said Mills, as well Customary as Conventional, of all the Tenants of the Manor of *S.* in the County of *S.* to grind there all the Corn and Grain of the said Tenants, and also all and singular Heads, Weirs and Mill-Ponds, and the Soil thereof, to the said Mill or Mills belonging or appertaining; and all Stanks, Banks, Ponds, Streams, Waters, Water-courses, Rivers, Fishings, Fishing-places, Ways, Paths, Passages, Easements, Profits, Commodities, Advantages, Emoluments and Appurtenances, to the said Mill and Mills and other the Premises, or any of them, or any Part or Parcel thereof, belonging or appertaining, or with the same now, or at any Time heretofore, used, occupied or enjoyed; — All that Messuage, with the Barns, Stables, Out-houses, Gate-rooms, Backsides, Orchards and Gardens thereunto belonging, and all those several Closes and Parcels of Arable Land, Meadow and Pasture, containing together about 156 Acres, to the said Messuage belonging: All which Premises are called *Nutborne Farm*, and were late in the Occupation of *T. F.* And also, all Ways, Waters, Commons, Common of Pasture, Easements and Appurtenances to the said Messuage or Farm in any wise appertaining; And also all Tythes of Corn, Grain and Hay, growing, renewing or issuing out of all the said demised Lands and Premises — The Rectory of *A.* with the Appurtenances, and also all Tythes, both great and small, to the said Rectory belonging, in the said County of *S.* All and all Manner of Tythes, both great and small, belonging to the Rectory of *A.* in the said County of *S.* — All that Portion of Tythes in *S.* aforesaid, which did formerly belong to the Rectory of *R.* in the said County, (to wit) Two-third Parts, or two Parts, the whole into three Parts to be divided, of all the Tythes of Corn, Grain, Hay, and other great Tythes, arising, growing, renewing or increasing upon all those Lands and Grounds called *K. Farm*; now in the Occupation of *T. H.* — Except and always reserved out of this present Demise and Grant, unto the said *J. L.* his Heirs and Assigns, all Woods, Underwoods, Timber and Trees, now standing, growing or being, or which, during this Demise and Grant, shall stand, grow, or be, in or upon the said demised Premises, or in or upon any Part or Parcel thereof; together with free Liberty of Ingress, Egress or Regress of him the said *J. L.* his Heirs or Assigns, and his and their Servants, Labourers and Workmen, with Carts, Wains, Working-tools, Utensils and Implements, to fell, cut down, load, have, take and carry away the same Woods, Underwoods, Timber and Trees, at his and their free Wills and Pleasures: — Except and always reserved out of this present Demise and Grant, unto the said *J. L.* his Heirs and Assigns, all Timber and other Trees of whatsoever Nature or Kind, now standing, growing or being, or which, during this Demise or Grant, shall stand, grow, or be, in or upon the Lands or Grounds hereby demised, or in or upon any Part or Parcel thereof, with free Liberty of Ingress, Egress and Regress, for him the said *J. L.* his Heirs and Assigns, and his and their Servants, Labourers and Workmen, with Carts, Waggons, Working-tools, Utensils and Implements, to fell, cut down, hue, square, work out, cord, coal, saw, fell, convert, load, have, take and carry away the said Timber-Trees, and other Trees, and all the Timber, Coal, Wood and Stuff thereof coming, arising or increasing; and to dig and

make Coal-pits, Saw pits, and Places to work in, for the Coaling, Sawing and Converting thereof, in and upon the Lands and Grounds hereby demised; And for that Purpose to have and take Cover and Quench of Earth and Fern, in and upon the said Lands and Grounds hereby demised, at his and their free Will and Pleasure, for the better Coaling and Converting thereof, doing as little Hurt or Spoil as may be unto the Corn, Grain or Grass, of the said *W. T.* growing on the demised Premises from Time to Time, in converting the said Timber-trees and other Trees — **Except** and always reserved out of this Demise and Grant unto the said *J. L.* his Heirs and Assigns, the Royalties and Games of Hawking, Hunting, Fishing and Fowling, in and upon the demised Premises, or in or upon any Part or Parcel thereof, with free Liberty of Ingress, Egress and Regress, for him the said *J. L.* his Heirs and Assigns, and his and their Servants, to Hawk, Hunt, Fish and Fowl there, at his and their free Wills and Pleasures, doing no wilful Hurt or Spoil in the Corn or Grain of the said *W. T.* growing upon the demised Premises. — **Except** and always reserved out of this Demise and Grant unto the said *J. L.* his Heirs and Assigns, all that the Manor of *S.* with the Rights, Members and Appurtenances thereof, and all Courts-Leet and Courts-Baron, and all the Profits of the same Courts, and all Quit-rents, Fines, Heriots, Services, Reliefs, Amerciaments, Waifs, Estrays, Goods and Chattels of Felons, Wracks of Sea, Deodands and Escheats whatsoever, to the said Manor belonging or appertaining, and free Liberty of Ingress, Egress and Regress, for him the said *J. L.* his Heirs and Assigns, and his and their Steward, to keep Courts in the said Capital Messuage or Tenement before in these Presents demised, from Time to Time, during the Term hereby granted, at his and their free Wills and Pleasure, for the said Manor of *S.* and free Liberty of Ingress, Egress and Regress, for all Servants, Tenants and Suitors, at and to any Court-Leet or Court-Baron, to come, be and continue there, during the Continuance of such Court-Leet or Court-Baron, there to be held from Time to Time — **Except** and reserved free Liberty for him the said *J. L.* his Heirs and Assigns, and his and their Servants and Workmen, with Carts and other Necessaries, to come upon the Premises, to repair the Sea-banks as often as need shall be, and to cut and take Timber Wood and Underwoods on the Premises for the doing thereof; **To have and to hold** all the said Manor, Messuages, Lands, Tenements, Tythes and Premises, with the Appurtenances before by these Presents demised, or thereby mentioned or intended so to be, unto the said *W. T.* his Executors, Administrators and Assigns, from the Feast of the Annunciation of the Blessed *Mary* last past before the Date hereof, for, during, and until the full End and Term of five Years, from henceforth next ensuing, and fully to be compleat and ended; **Yielding and paying** therefore yearly, and every Year, during the Term hereby granted, unto the said *J. L.* his Heirs and Assigns, sixty Pounds of lawful Money of *Great Britain*, at the Feasts of *St. Michael* the Archangel, and the Annunciation of the Blessed *Mary*, by equal Portions to be paid; **Provided always**, that if it shall happen the said yearly Rent of sixty Pounds, or any Part thereof, to be behind or unpaid in Part or in all, by the Space of 21 Days next over or after any Feast or Day of Payment, on which the same ought to be paid as aforesaid; that then and at all Times after, it shall and may be lawful to and for the said *J. L.* his Heirs and Assigns into all the said demised Premises, and every Part thereof, wholly to re-enter, and the same to have again, repossess and enjoy, as in his or their former State; any Thing herein contained to the contrary notwithstanding; **And** the said *W. T.* doth for himself, his Executors, Administrators and Assigns, covenant and grant to and with the said *J. L.* his Heirs and Assigns, by these Presents, that he the said *W. T.* his Executors, Administrators and Assigns, shall and will yearly and every Year during the Term hereby granted, well and truly pay, or cause to be paid, unto the said *J. L.* his Heirs and Assigns, the yearly Rent of sixty Pounds, before in these Presents reserved to be paid, at the Days and Times before herein limited for Payment thereof, without Fraud or Delay; **And also** that he the said *W. T.* his Executors, Administrators and Assigns, shall and will, during the Continuance of this Demise, keep in good and sufficient Repair the said Messuage or Tenement and Mill, and all the Windows, Wainscoting, Doors, Locks, and other Things thereto belonging, and all the Walls, Gates, Stiles, Mounds, Bounds, Hedges and Fences belonging to the said demised Premises (being allowed rough Timber and Frith for the doing thereof, by the said *J. L.* his Heirs or Assigns) and scour, cleanse and keep all the Furrows, Ditches, and Water-courses on the said demised Premises free and clear; **And** the same being so well and sufficiently kept in good Repair, paved, glazed, scoured, cleansed, and kept, shall and will at the End, or other sooner Determination of these Presents, peaceably and quietly leave, surrender, and yield up the same, unto the said *J. L.* his Heirs or Assigns: (*Here you may add the Covenant to enter and view the Premises, to give Notice of Want of Repairs, &c. or other Covenants in the preceding Leases to answer the Intent of the Parties*) **And also**, that he the said *W. T.* his Executors, Administrators and Assigns, shall and will at the End and the Term hereby granted, leave twenty Acres of the Arable Land hereby demised in a Wheat-lane, fit to be sown with Wheat

Exception of the Royalties, and Games of Hawking, Hunting, &c.

Exception of a Manor, and Courts, Rents, Fines, Heriots, &c.

Exception of Liberty to come and repair, &c.

Habendum.

Reddendum.

Proviso, in case Rent be behind for 21 Days, Lessor may re-enter.

Tenant's Covenant to pay the Rent.

Covenant to repair.

To leave a Wheat Lane.

Wheat in the next Year after the End of the Term hereby granted; **And also**, that if the said *W. T.* his Executors, Administrators or Assigns, do or shall at any Time during the Term hereby granted, plough, break up, sow or convert into Tillage, the Marsh or the Long Meadow next the Mill-pond, or the Meadow through which the River runs, adjoining to the Bull-garden, Parcel of the demised Premises, or any Part thereof, then the said *W. T.* his Executors, Administrators and Assigns, shall and will yearly and every Year, during all the Residue of the Term hereby granted, as shall be then to come and unexpired, yield and pay unto the said *J. L.* his Heirs and Assigns, fifty Shillings of lawful Money of Great Britain, for every Acre thereof, so to be ploughed, broken up, sown or converted into Tillage, for and in the Name of an Over-rent, or Increase of Rent, over and above the yearly Rent before in these Presents reserved to be paid; and so after that Rate for any greater or less Quantity thereof to be ploughed, broken up, sown or converted into Tillage as aforesaid; which said Over-rent or Increase of Rent, if any be, shall be paid unto the said *J. L.* his Heirs and Assigns, by equal Portions, at the Days limited for Payment of the yearly Rent first before by these Presents reserved to be paid; the first Payment thereof to begin and be made at such of the said Days, as shall next happen after such ploughing, breaking up, sowing or converting into Tillage, as aforesaid; **And also**, that the said *W. T.* his Executors, Administrators and Assigns, shall and will at their own Costs, bear, pay and discharge all such Duties, Taxes, Assessments and Payments, as shall, during the Term hereby granted, be issuing, due or payable out of or for the said demised Premises, to the Church, the Parish and the Poor; **And also** that he the said *W. T.* his Executors, Administrators and Assigns, for and on Behalf of the said *J. L.* his Heirs and Assigns, shall and will yearly, during the Term hereby granted, at the late Dwelling-house of *H. H.* in *E.* aforesaid, well and truly pay, or cause to be paid, unto *H. C.* his Heirs and Assigns, at the Feasts of the Annunciation of the Blessed *Mary* and *St. Michael* the Archangel, by equal Portions, 7 *l.* for the Portion of the said *J. L.* payable to the Bishop of *W.* for Rent and Tythes of *R.* aforesaid: **And also**, that he the said *W. T.* his Executors, Administrators and Assigns, shall and will from Time to Time, during the Term hereby granted, imbare and lay all the Corn, Grain, Hay, Grass, Hame, Fern and Fodder, which during the said Term shall arise, grow, renew and increase in or upon the demised Premises, in the Barns, and upon the Lands and Grounds hereby demised, and not elsewhere, and shall and will also expend and lay all the Compost, Dung and Soil thereof, had, made, coming, growing, arising, renewing or increasing upon the Lands and Grounds hereby demised, and not elsewhere, nor otherwise; and shall and will also, at the End of the Term hereby granted, leave upon the demised Premises all the Compost, Dung and Soil there made in the last Year of the said Term, to and for the Use and Benefit of the said *J. L.* **And** the said *W. T.* doth further for himself, his Executors, Administrators and Assigns, covenant and grant to and with the said *J. S.* his Heirs and Assigns, by these Presents, **That** the said *W. T.* his Executors, Administrators or Assigns, shall not and will not at any Time during the Term hereby granted, lop, top or poll any Trees growing on the demised Premises, other than such as have been heretofore usually lopped, topped and polled; **And** that he the said *W. T.* his Executors, Administrators or Assigns, shall not in any Year of the Term hereby granted, lop, top or poll more than the fourteenth Part of the Pollard Trees upon the Premises; nor shall nor will in any Year of the said Term, fell or cut more than the fourteenth Part of the Underwoods, Hedges, Bushes or Hedge-rows there; and shall not again lop, top, poll, fell or cut any Trees, Underwoods, Hedges, Bushes, or Hedge-rows, which before during this Demise shall have been lopped, topped, polled, felled or cut; **And also**, that the said *W. T.* his Executors, Administrators and Assigns, shall not at any Time during the Term hereby granted, lop, fell or poll any Trees, or fell or cut down any of the Coppice-woods, Hedge or Hedge-rows, which now are, or during this Demise shall be, standing or growing upon the demised Premises, at any unseasonable Time in the Year, or in any unhusbandry-like Manner; **And also**, that he the said *W. T.* his Executors, Administrators or Assigns, shall not at any Time during the Term hereby granted, in any wise fell or cut, upon the demised Premises, any Fellows likely to grow up to be Timber-Trees; **And** the said *J. L.* doth for himself, his Heirs and Assigns, covenant and grant to and with the said *W. T.* his Executors, Administrators and Assigns, by these Presents, that the said *J. L.* his Heirs and Assigns, shall and will at their own Costs, bear, pay and discharge or allow unto the said *W. T.* his Executors, Administrators and Assigns, all Rents which are, or during the Demise hereby granted shall be, issuing or payable out of or for the demised Premises, or any Part thereof, to the Lord or Lords of the Fee or Fees thereof; and also all such Duties, Taxes, Assessments and Payments, as shall, during this Demise arise, become or grow due out of, for or from the demised Premises, or any Part thereof, to the King's Majesty, or for the Defence or public Use or Occasion of this Realm; **And also**, that he the said *J. L.* his Heirs and Assigns, shall and will from Time to Time, upon every reasonable Request, when and so often as Need shall require, during the Term hereby granted, assign, allow and appoint

To pay 50 s. for every Acre of Meadow which he shall plough.

To pay Taxes to Church and Poor.

Tenant to covenant to pay on behalf of Landlord his proportionable Part of a Quit-Rent. To imbare Corn.

To lay the Dung on the Land.

To leave the Dung on the Land at the End of the Term.

Not to lop any but Pollard Trees.

Not to lop or cut more than the fourteenth Part of the Pollard Trees, Hedges and Underwoods, in one Year. Not to cut Wood at unseasonable Time.

Not to cut Fellows likely to be Timber. Lessor covenants to pay Quit-Rents and King's Taxes.

To allow rough Timber for Repairs.

to

To allow Cart-Boor. That the Tenant may hold the Barn until May-Day after the Term.

Lessor to accept of four Loads of Wheat for 32 l. of Rent.

Lessor to build a New Barn and Cart-house.

Tenant not to cut Hedges at unseasonable Times.

Tenant to leave the Pigeon House stocked.

to and for the said *W. T.* his Executors, Administrators and Assigns, sufficient and convenient Timber, rough, upon the Stamp, to be had, cut and taken by the said *W. T.* his Executors, Administrators and Assigns upon the demised Premises (if it be there to be had) at seasonable Times in the Year, to be expended, used and employed for and towards Reparation and Amendment of the Messuage, Barns and Buildings aforesaid, and also of all Gates, Posts, Pales and Rails belonging to the demised Premises; **And also** sufficient Estovers for Carts, Wains, Waggon, Ploughs and Harrows to be used and employed on the said demised Premises, and not elsewhere; **And also**, that the said *W. T.* his Executors, Administrators and Assigns, shall or may hold and enjoy the Barn aforesaid, therein to lay their Corn, Grain and Hay, and Liberty of Ingress and Egress, into and from the said Barn, and the Gate-room thereunto adjoining, to thresh out the said Corn and Grain in the said Barn, and to carry away the same with Carts and Carriages; and the Fodder of the said Corn and Grain, and the said Hay to spend in the said Gate-room with their Cattle, until the first Day of *May*, next after the End of the Term hereby granted, without any Let or Interruption of or by the said *J. L.* his Heirs or Assigns; the said *W. T.* his Executors, Administrators or Assigns, then leaving the said Barn well and sufficiently repaired, which to do the said *W. T.* doth covenant with the said *J. L.* by these Presents; **And** the said *J. L.* doth further for himself, his Heirs and Assigns, covenant and grant to and with the said *W. T.* his Executors, Administrators and Assigns by these Presents, that for and in Consideration of thirty and two Pounds, Parcel of the yearly Rent aforesaid, he the said *J. L.* his Heirs and Assigns, shall and will, yearly and every Year of the Term hereby granted, accept of four Loads of good, clean, dry and well wainowed Wheat, to be delivered by the said *W. T.* his Executors, Administrators or Assigns, at *D.* within the Port of *T.* or such other Place not further distant from *N.* aforesaid, as the said *J. L.* his Heirs or Assigns shall appoint; and that the said *J. L.* his Heirs or Assigns, shall yearly appoint the Time and Place of such Delivery; and the said *W. T.* doth covenant to deliver the said four Loads of Wheat accordingly; **And also**, that he the said *J. L.* his Heirs or Assigns, shall and will, at his and their own proper Costs and Charges, before the twentieth of *June* next ensuing the Date hereof, erect and build one new Barn, and one new Cart-House in and upon the demised Premises; and the Gate-room thereunto belonging, shall and will well and sufficiently inclose and fence with all needful and necessary Inclosures and Fences, without Fraud or Delay; **And** the said *W. T.* doth further for himself, his Executors, Administrators and Assigns, covenant and grant to and with the said *J. L.* his Heirs and Assigns by these Presents, that he the said *W. T.* his Executors, Administrators and Assigns, shall not and will not at any Time or Times during the Term hereby granted, fell or cut down any the Quick-set Hedges or Fences belonging to the demised Premises, but at seasonable Times in the Year; and for the better springing, growing and preserving of the same Hedges, shall and will do his and their best Endeavours, for the preserving, nourishing and keeping the said Quick-set Hedges, now belonging unto the said demised Premises, or such Quick-set Hedges as shall be new planted upon the Premises during the Term hereby granted; **And also**, that he the said *W. T.* his Executors, Administrators and Assigns, shall and will at the End of the Term hereby granted, or other sooner Determination of this Lease, leave the said Dove-house hereby demised, stocked with a Flight of 150 Couple of Pigeons at the least, to and for the sole and proper Use and Benefit of the said *J. L.* his Heirs and Assigns; and shall and will also at the End of the said Term leave the Pigeon-holes in the said Dove-house, well and sufficiently repaired, amended, maintained, sustained and kept, without Fraud or Deceit. (*Add the Covenant for quiet Enjoyment on Payment of the Rent, and performing the Covenants. See preceding Leases.*)

A Lease of a Fishery and Royalty.

Consideration. Demise. Habendum. Reddendum.

THIS Indenture made, &c. Between *A. B.* of, &c. Esq; of the one Part, and *C. D.* of, &c. Gent. of the other Part, Witnesseth, That the said *A. B.* for and in Consideration of the yearly Rents and Covenants herein after mentioned, hath demised, granted and to Farm let, and by these Presents doth demise, &c. unto the said *C. D.* All that the Fishery and Liberty of Fishing in the River of, &c. from, &c. to, &c. And all that the Royalty of Hunting, Hawking and Fowling, &c. belonging to him the said *A. B.* within the Manor of, &c. aforesaid: And also all Profits, Benefits and Advantages whatsoever to the said Fishery and Royalty, or either of them, belonging or appertaining; **To have and to hold** the said Fishery and Liberty of Fishing, and the said Royalty and Liberty of Hunting, Hawking and Fowling aforesaid, with their and every of their Appurtenances, unto the said *C. D.* his Executors, Administrators and Assigns, from the Feast of, &c. for and during, and unto the full End and Term of, &c. from thence next ensuing, and fully to be complete and ended; **Yielding and paying** therefore yearly, and every Year,

Year, during the said Term of, &c. unto the said *A. B.* his Heirs and Assigns, the Rent or Sum of, &c. of lawful Money of *Great Britain*, at the two following Feasts or Terms in the Year (that is to say) the Feast of *St. Michael* the Archangel, and the Annunciation of the Blessed Virgin *Mary*, by even and equal Portions, without any Deduction or Abatement for Taxes charged or imposed by Parliament or otherwise. And the said *C. D.* for himself, his Executors, Administrators and Assigns, doth covenant, promise and grant to and with the said *A. B.* his Heirs and Assigns, that he the said *C. D.* his Executors, Administrators and Assigns, shall and will, during the said Term, well and truly pay or cause to be paid unto the said *A. B.* his Heirs or Assigns, the said yearly Rent of, &c. on the Days and Times above limited for Payment thereof, without any Deduction, as aforesaid: **Provided** always, that if the said yearly Rent or Sum of, &c. or any Part thereof, shall be behind and unpaid, in Part or in all, by the Space of—Days next after any of the said Feast-Days above mentioned for the Payment thereof, during the said Term, that then and from thenceforth it shall and may be lawful for the said *A. B.* his Heirs or Assigns, to avoid the Lease hereby made, and enjoy the Premises above mentioned to be granted, as in his and their former Estate and Estates. And the said *A. B.* for himself, his Heirs and Assigns, doth covenant, promise and grant, to and with the said *C. D.* his Executors, &c. that the said *C. D.* his Executors, Administrators and Assigns, paying the said yearly Rent of, &c. and performing the Covenants on his Part and Behalf to be performed and kept, shall and may from Time to Time, and at all Times hereafter, during the Continuance of the said Term hereby demised, lawfully, peaceably and quietly have, hold, occupy, possess and enjoy the said Fishery and Royalty, with their Appurtenances, hereby demised, and every Part and Parcel thereof, without the Let, Suit, Trouble, Eviction or Disturbance of him the said *A. B.* his Heirs or Assigns, or any other Person or Persons whatsoever, claiming or to claim by, from or under him, them or any of them, or by his, their, or any of their Acts or Means. **In Witness** &c.

A Lease of Lands for Building a House, &c. with divers special Covenants.

THIS Indenture, made, &c. Between, &c. Witnesseth, That the said *P. H.* for divers good Causes, &c. hath demised, &c. unto the said *W. B.* his, &c. **All that** Eastermost Piece or Parcel of Ground, containing in Length twenty-three Feet, &c. or thereabouts, and in Breadth eighteen Feet or thereabouts, situate, lying and being in, &c. in a certain Place there called, &c. between, &c. and whereupon there is now standing certain old Buildings, being used for Booths, together with free Egress, Ingress and Regress, in and to the same, through all the Gates now used into the Cloth-Fair there; **Except** always reserved out of this present Demise, Lease and Grant of the Premises, unto Sir *H. R.* of, &c. his Heirs and Assigns, during the Continuance of these Presents, all and every such Pipe or Pipes of Lead, as now are, or lie within the Ground or Soil of the said Parcel of Ground, by these Presents mentioned and intended to be demised, or which the said Sir *H. R.* his, &c. shall be pleased and think good to lay in the same Parcel of Ground, together also with the Lays of the said Pipes, during the Time aforesaid; and also except and always reserved unto the said Sir *H. R.* his, &c. free Liberty of Ingress, Egress and Regress, to and for the said Sir *H. R.* his, &c. and to and for his and their Servants, Labourers and Workmen, with Stuff and other Things necessary, from Time to Time and at all Times, during the Continuance of these Presents, so often as Need shall require, to come into or upon the Premises, or any Part thereof, and to break the Ground and Soil of the Premises or any Part thereof, for the amending and repairing of all such Pipe and Pipes of Lead, as shall, during the Continuance of these Presents, happen to be in Decay, or need to be repaired, (the said Ground to be made up again at the Costs and Charges of the said Sir *H. R.* his Heirs and Assigns;) **To have and to hold**, &c. **Yielding and paying**, &c. the first Payment thereof to be made at the Feast-Day of, &c. **And** if it shall happen the said yearly Rent of, &c. that then and from thenceforth it shall and may be lawful to and for the said *P. H.* his, &c. into the above demised Premises, and every of them, wholly to re-enter, and the said *W. B.* his, &c. to expel, remove and put out, and the same to have again, re-possess and enjoy, as in his and their former Estate; this Indenture, &c. notwithstanding: **And** the said *W. B.* for himself, his, &c. doth covenant and grant, &c. to and with the said *P. H.* his, &c. by these Presents, that he the said *W. B.* his, &c. shall and will at his build, &c. and their own proper Costs and Charges in all Things, make, erect, set up and finish, or cause to be made, &c. before the Feast of, &c. upon the said Ground and Soil herein before mentioned to be demised, one good and substantial Building of Timber, Brick or Stone, &c. to be framed and made into one Tenement of three Stories high, besides the Garret, from the Groundsils thereof to the Razons, the lower Story whereof shall be nine

Covenant for
Lessor to
enter and
view.

Shall not keep
Inmates, nor
sell Ale.

Shall pay
Rates.

The Lessor
may possess
and enjoy
Booths
yearly, at
certain Feasts.

Feet high at the least, the next Story over that shall be eight Feet high at the least, and the third Story to the Razons shall be seven Feet high at the least, and shall jut the first and second Stories, the Summers, Joists, Groundfils, Razons and Rafter, and all other Timber-Work thereof shall be as big and as good in Scantling, Length, Thickness and other Qualities as those which are in the Buildings at the New Court, which is now lately erected, standing and being in, &c. and shall or will make, or cause to be made, to every Room thereof, two handsome Sash-Windows, of good Carpenters or Joyner's Work, each of them six Feet high, and — broad, and shall well sash and glaze the same with good Crown Glass, and shall parget and ciel all the Floors over Head with Lime and Hair, without any Loam, and well and sufficiently lath and parget with Lime and Hair only, all the Outfides of the said Building, and make convenient Dormer-Windows to all the Garrets of the said Tenement, and tile over all the said Building, and lay Tiles with Lime and Sand, and dry-hang none of them; and shall make convenient Doors with Hooks, Hinges, Locks and Keys to all the Rooms of the said Building, and floor with Inch-Board all the Floors, and nail them with eight-penny Nails, and make convenient Chimnies with Brick, Lime and Sand, with Free stone Hearths, &c. and one convenient Cellar throughout all the said Building, and pave the said Cellar with Brick, &c. and a Vault of Brick for a Privy, and such Vault so to be continued and carried up into the Garret; and shall pave with good Stone half the Allies or Streets on both Sides of the said Building, &c. and the said *W. B.* his, &c. shall and will from Time to Time, and at all Times during the said Term of, &c. when and as often as Need shall require, at his or their proper Costs and Charges, repair, uphold, maintain and keep all the said Building and Tenements so erected and finished, in, by and with all Manner of necessary Reparations, and the Building and Tenement so repaired, upholden or kept in good and sufficient Reparations, shall and will leave and yield up, with all Doors, Windows, Wainscot, Shelves, Locks and Keys belonging to the same, well tiled, glazed and otherwise repaired, at the End and Expiration, and every other Determination of this present Lease. **And** that it shall and may be lawful, as well to and for the said *P. H.* his, &c. as also to and for all others the Grantors or Lessors of the said demised Premises, their Executors, Administrators and Assigns, with Workmen, Servants or Officers thereunto appointed, to come into and upon the said Building and Tenement, at his and their free Wills and Pleasures, to view the Decays thereof; and that the said *W. B.* his, &c. shall sufficiently amend and repair the Decays thereof, within three Months after Notice given unto him, his Executors, &c. of such Decays by him the said *P. H.* his, &c. or by any others, Lessors or Grantors of the Premises, their Heirs or Assigns. **And** that the said *W. B.* his, &c. shall not, nor will at any Time or Times during the said Term, have above one Household or Family in the said Tenement, and no Inmate or Inmates within the same, or any Person to inhabit there as an Inmate; and that the said *W. B.* his, &c. shall not sell Beer or Ale, or other Victual, nor keep any Victualling within the said Tenement, at any Time during the said Term, without the special Licence of the said *P. H.* his, &c. first had and obtained in Writing; **And** that the said *W. B.* his, &c. shall and will from Time to Time during the said Term, bear and pay all such Weekly, Monthly, Quarterly and Yearly Charges, as he or they, or the Tenant or Inhabitants thereof shall be set and rated at by the said Sir *H. R.* his, &c. or his Officer or Officers, towards Watch, Candle-light, Scavengers, Gate-keepers, Ladders, Buckers, and other Contributions for bringing of Water, &c. for the general Good of the said Cloth Fair, according to the Rate of the other Inhabitants there: **And further**, the said *W. B.* doth hereby for himself, &c. covenant, grant, &c. to and with the said *P. H.* his, &c. that he the said *P. H.* his, &c. and all and every other Person and Persons which he the said *P. H.* his, &c. in that Behalf shall nominate, assign and appoint, shall and may from Time to Time, yearly and every Year, during the Continuance of this present Lease or Demise, on the Feast-Day of, &c. and three Days next before, and three Days next after the said Feast, have, occupy, possess and enjoy the said Booths, and all the Benefit, Profit and Commodity of the same, for and during the Term aforesaid, until the said Building in these Presents mentioned, be erected and built as aforesaid, and after the same shall be so built as aforesaid, he the said *P. H.* his, &c. and all and every such other Person or Persons, as he the said *P. H.* his, &c. in that Behalf shall nominate and appoint, shall and may from Time to Time, yearly and every Year during the Continuance of these Presents, on the Feast aforesaid, and by the Space of three Days next before, and three Days next after the said Feast, peaceably and quietly have, hold, use, occupy, possess and enjoy the lower Room or Chamber which shall be next the lower Floor and Groundfil of the said House so to be erected, without any Allowance to be made to the said *W. B.* his, &c. for the Use of the said Room; **And** that he the said *P. H.* his, &c. shall and may have, receive and take to his and their own proper Use and Behoof, all such Sum and Sums of Money, and other Benefit, Profit, Commodity or Advantage, which shall or may be had or made, by or for the Use of the said Room, during the

the Time aforesaid; And the said *P. H.* his, &c. and all and every Person and Persons which he the said *P. H.* his, &c. in that Behalf shall substitute, authorize and appoint, shall have free Liberty of Ingress, Egress and Regress into the said Chamber and Room, and there to remain and abide during the Term aforesaid, without any the Let, Trouble, Disturbance, Molestation, Eviction or Denial of the said *W. B.* his, &c. or of any other Person or Persons claiming by, from or under his or their Estate or Estates, or by his or their Title, Assent or Procurement. **Provided always,** and upon Condition, that if he the said *W. B.* his Executors, &c. shall not well and truly perform, fulfil and keep, in all Things, according to the true Intent and Meaning hereof, the said Covenant in these Presents last above-mentioned, that then and from thenceforth the Estate, Interest, Possession and Term of Years of the said *W. B.* of and in the Premises, and of and in every Part and Parcel thereof, shall cease, determine, and become utterly void, and that then and from thenceforth it shall and may be lawful to and for the said *P. H.* his, &c. into all and singular the Premises to re-enter, and the same to have again, as in his or their former Estate; any Thing in these Presents, &c. notwithstanding. **Provided always,** and it is covenanted, granted, concluded and agreed by and between the said Parties to these Presents, that if the said *W. B.* his, &c. or some of them, do not before the Feast-Day of, &c. at his own Costs and Charges, make, erect, set up, and in Substance and Effect finish the said Building in all Things to the said Building belonging, as the said *W. B.* hath before in these Presents covenanted to do, that then and from thenceforth this present Demise, and every Article, Clause and Agreement in these Presents contained and comprized, to be frustrate and of none Effect; and the Estate hereby conveyed to the said *W. B.* to cease and determine, and be utterly void to all Intents, Constructions and Purposes whatsoever; And the said *P. H.* doth for himself, his, &c. covenant, grant, conclude and agree to and with the said *W. B.* his, &c. and to and with every of them by these Presents, that he the said *W. B.* his, &c. shall and may peaceably, quietly, &c. (viz. a Covenant for peaceable enjoying, &c.) And lastly, the said *W. B.* for him, his, &c. doth covenant, &c. to and with the said *P. H.* his, &c. that he the said *W. B.* his, &c. at his and their own proper Costs and Charges, in all Things, shall and will raise and heighten the Ground where the said new Building shall be made, in such good and sufficient Manner as that the Water and Soil which shall fall, come or be made from or in the said Building, shall and may avoid, run and be carried away without Nuisance, into the Common Sewer, down along by the rest of the Booths, and so into *Long-Lane*, to the End that the said Building may be kept sweet and wholesome for the Inhabitants which shall there dwell and inhabit. In Witness, &c.

Proviso in case of Non-performance of last Covenant, Lease to be void.

Proviso if Buildings not done by the Time, Lease to be void.

Covenant to heighten the Ground, &c.

A Lease of a House, well drawn.

THIS Indenture made, &c. Between *S. B.* of, &c. Esq; of the one Part, and *R. H.* of, &c. of the other Part, **Witnesseth**, that the said *S. B.* for and in Consideration of the said Rent and Covenants hereafter in these Presents mentioned on the Part and Behalf of the said *R. H.* his Executors, Administrators and Assigns, to be paid, done and performed, **Doth** demised, granted and to farm let, and by these Presents **Doth** demise, grant and to farm let, unto the said *R. H.* his Executors, Administrators and Assigns, **All** that Messuage or Tenement, situate and being in *Jocky Fields*, in the Parish of *St. Andrew* in *Holborn*, abutting, &c. together with the said Garden, and also the Coach-House and Stables at the End thereof, belonging to the said Messuage or Tenement, and all and singular Cellars, Solars, Chambers, Rooms, Lights, Easements, Water-courses, Profits, Commodities, and Appurtenances whatsoever, to the said Messuage or Tenement and Premises belonging or in any wise appertaining, together with the Use of all and singular the Goods, Implements, Partitions and other Things remaining and being in and about the said Messuage or Tenement and Premises, mentioned in a Schedule or Inventory hereunder written, which said Messuage or Tenement and Premises, with the Appurtenances, now are in the Possession and Occupation of the said *S. B.* **To have and to hold** the said Messuage or Tenement, Garden Ground, and Coach-House and Stables, and all and singular other the Premises above demised, unto the said *R. H.* his Executors, Administrators and Assigns, from the Feast-Day of the Nativity of our Lord Christ now next ensuing, for and during, and unto the full End and Term of three Years and one Quarter; **Residing and paying** therefore yearly and every Year, during the said Term, unto the said *S. B.* his Executors, Administrators and Assigns, the Rent or Sum of one hundred and thirty Pounds of lawful Money of Great Britain, at the four most usual Feast-Days or Terms in the Year, that is to say, the Feast-Day of the Nativity of *St. John* the Baptist, the Feast of *St. Michael* the Archangel, the Nativity of our Lord Christ, and the Annunciation of the Blessed Virgin Mary, by even and equal Portions; And the said *R. H.* for himself, his Executors, Administrators and Assigns, **Covenant to pay the Rent,**

Demise: Parcels.

Habendum.

Reddendum.

Covenant to Assigns, pay the Rent.

Assigns, doth covenant, promise and grant, to and with the said *S. B.* his Executors, Administrators and Assigns, that he the said *R. H.* his Executors, Administrators and Assigns, shall and will well and truly pay, or cause to be paid, to the said *S. B.* his Executors, Administrators and Assigns, the said yearly Sum of one hundred and thirty Pounds before hereby reserved, at the Days and Times before herein limited and appointed for Payment thereof during the said Term; **And** also shall and will from Time to Time, and at all Times during the said Term of three Years and one Quarter hereby demised, as often as Need shall be or require, at his or their own proper Costs and Charges, well and sufficiently repair, uphold, support, glaze, amend and maintain the said Messuage or Tenement, and all and singular the Premises, in, by and with all and all Manner of needful and necessary Reparations and Amendments whatsoever, Damage by Fire excepted; and also at his or their own Costs and Charges, all the Walls, Pavements, Gutters, Sinks, Privies, Wydraughts of and belonging to the said hereby demised Premises, shall and will from Time to Time, and at all Times, as often as Need shall be or require, during the said Term, well and sufficiently pave, purge, scower, cleanse, amend and keep, and the said Messuage or Tenement, and all and singular the Premises, so well and sufficiently repaired, upholden, supported, glazed, amended, maintained, paved, purged, scoured, cleansed and kept, at the End of the said Term, or other sooner Determination of this present Lease, which shall first happen, shall and will peaceably and quietly leave, surrender and yield up, together with all such Goods, Chattels and Implements, as are mentioned in the Schedule or Inventory herein under written, in as good Case and Condition as the same are now, reasonable Use and Wearing thereof, together with Damage by Fire in the mean Time, always excepted; **And** also, that it shall and may be lawful to and for the said *S. B.* his Executors, Administrators and Assigns, with Workmen or others in his or their Company, or without, twice or oftener in every Year, yearly during the said Term, at convenient Times in the Day-time, to enter and come into and upon the said demised Premises, or every or any Part thereof, there to view, search and see the State of the Reparations of the same, and of all Defects and Wants of Reparations then and there found, to give or leave Notice or Warning in Writing at the said demised Messuage, unto and for the said *R. H.* his Executors, Administrators and Assigns, to repair and amend the same within four Months then next following; within the Space of which four Months the said *R. H.* for himself, his Executors, Administrators and Assigns, and every of them, doth covenant, promise and grant to and with the said *S. B.* his Executors, Administrators and Assigns, to repair and amend all and every the said Defaults or Wants of Reparations so notified as aforesaid; Damage by Fire as before excepted. **Provided** always, that if it shall happen the said yearly Rent of one hundred and thirty Pounds, or any Part thereof, to be behind and unpaid, in Part or in all, by the Space of one and twenty Days next after any of the Feast-Days above mentioned for Payment thereof, being lawfully demanded, or if the Reparations of the aforesaid Premises, whereof Notice or Warning shall be given as aforesaid, shall not be well and sufficiently made and amended within the Space of four Months as aforesaid; that then and from thenceforth it shall and may be lawful in either of the said Cases, to and for the said *S. B.* his Executors, Administrators and Assigns, into the said Messuage or Tenement, and all other the Premises, with their Appurtenances hereby demised, or into any Part thereof in the Name of the Whole, wholly to re-enter, and the same to have again, repossess and enjoy, as in his or their first and former Estate, and the said *R. H.* his Executors, Administrators and Assigns, and all other the Occupiers of the same thereout and from thence utterly to expel, put out and amove; this Indenture, or any Thing therein contained to the contrary, in any wise notwithstanding. **And** the said *S. B.* for himself, his Executors, Administrators and Assigns, doth covenant, promise and grant, to and with the said *R. H.* his Executors, Administrators and Assigns, that he the said *R. H.* his Executors, Administrators and Assigns, paying the said yearly Rent of one hundred and thirty Pounds, in Manner and Form aforesaid, and performing and keeping all and singular the Covenants, Grants, Articles and Agreements before in these Presents contained, on his and their Part and Behalf to be performed and kept, shall and may from Time to Time, and at all Times during the said hereby demised Term of three Years and one Quarter, peaceably and quietly have, hold, occupy and enjoy the said Messuage or Tenement, and all other the Premises, with the Appurtenances, herein before demised, without any Let, Trouble, Eviction, Ejection, Disturbance or Interruption of or by him the said *S. B.* his Executors, Administrators and Assigns, or of or by any other Person or Persons lawfully claiming, or to claim, by, from or under him, them, or any of them, or by his, their, or any of their Means, Default or Procurement. **In Witness, &c.**

And repair the Premises.

That Lessor may enter and view,

and give Notice of Repairs wanting.

Provido if Rent behind 21 Days, or Reparations not made, Lessor may re-enter.

On Payment of the Rent and performing the Covenants, Lessee may quietly enjoy.

The Schedule or Inventory above referred to.

In the Garrets four Iron rimmed Locks, &c.

Another

Another Lease of a House in London, well penn'd, with a Covenant for Insurance from Fire, &c.

THIS Indenture, &c. Between M. N. of, &c. and S. P. of, &c. Witnesseth,

That for and in Consideration of the Rent and Covenants herein after reserved and contained on the Part and Behalf of the said S. P. his Executors, &c. to be paid, kept, done and performed, the said M. N. hath demised, leased and to Farm let, and by these Presents doth, &c. unto the said S. P. All that new built Brick-Messuage or Tenement situate, lying and being on the West-side of Rood-Lane in the Parish of, &c. formerly in the Tenure or Occupation of E. C. his Under-tenants or Assigns, and now or late in the Tenure or Occupation of the said S. P. his Under-tenants or Assigns, together with all Lights, Ways, Passages, Water-courses, Easements, Profits, Commodities and Appurtenances, to the said Messuage or Tenement belonging or appertaining; **To have and to hold** the said Messuage or Tenement, and all and singular other the Premises, with their and every of their Appurtenances, herein before mentioned or intended to be hereby demised, unto the said S. P. his Executors, Administrators and Assigns, from the Feast-day of St. Michael, which will be in the Year of our Lord 1717, for and during and unto the full End and Term of seven Years from thence next ensuing, and fully to be compleat and ended; **yield- ing and paying** therefore yearly and every Year, during the Continuance of this Demise, unto the said M. N. her Executors, Administrators or Assigns, the Sum of 89*l.* of lawful Money of Great Britain on the four most usual Feast-days, or Terms in the Year (that is to say) the Birth of our Lord Christ, &c. **Provided** always, That if it shall happen the said yearly Rent of 89*l.* or any Part thereof shall be behind and unpaid by the Space of twenty-one Days next after any of the said Feast-days on which the same ought to be paid, as aforesaid, (being lawfully demanded;) that then and at all Times then after it shall and may be lawful to and for the said M. N. her Executors, &c. into the said demised Messuage or Tenement and Premises, or into any Part or Parcel thereof in the Name of the Whole, wholly to re-enter, and the same to have again, retain, re-possess and enjoy, as in her and their former Estate; and the said S. P. his Executors, &c. and other the Occupiers of the Premises, thereout and from thence utterly to expel, put out and amove; any Thing herein contained to the contrary thereof in any wise notwithstanding. **And** the said S. P. for himself, his Executors, &c. doth covenant, &c. to and with the said M. N. her Executors, &c. by these Presents in Manner and form following, that is to say, that he the said S. P. his Executors, &c. shall and will, during the Continuance of this Demise, well and truly pay, or cause to be paid, unto the said M. N. her Executors, &c. the said yearly Rent or Sum of ——— good and lawful Money of Great Britain, on the Days and Times, and in Manner and Form, as before is mentioned for Payment thereof, according to the true Meaning of these Presents, and the Reservation thereof, as aforesaid. **And also** that the said S. P. his Executors, &c. or some or one of them, shall and will, at his or their own proper Costs and Charges, well and sufficiently repair, uphold, support, maintain and keep the said Messuage or Tenement and Premises, together with the Glafs Windows, Pavements, Privies, Sinks, Gutters and Wydraughts belonging to the said Premises, in, by and with all and all Manner of needful and necessary Reparations and Amendments whatsoever, when, where and as often as Need or Occasion shall be or require, during the Continuance of this Demise; (the Casualty of Fire that may happen to burn down, demolish or damnify the said Messuage or Tenement and Premises, or any Part thereof, only excepted, and foreprized.) **And** the said Messuage or, &c. being so well and sufficiently repaired, upheld, supported, glazed, and amended, at the End of the said Term of ——— Years, or paired, yield other sooner Determination of this present Demise, unto the said M. N. her Executors, &c. shall and will peaceably and quietly leave, surrender and yield up; (except as before is excepted). **And further**, that it shall and may be lawful, as well for the said M. N. her Executors, &c. as also for the Lessor or Lessors in the original Lease of the said Premises, or any of them, with Workmen and others, in his, their or any of their Company or Companies, or without, four Times or oftner in every Year, during the Continuance of this Demise at seasonable Times in the Day-time, to enter and come into and upon the said demised Premises, or any Part thereof, there to view, search and see the State and Condition of the Reparations of the same, and of all Defects, Defaults and Wants of Reparations, then and there found, to give or leave Notice or Warning in Writing at or upon the said demised Premises, to and for the said S. P. for repairing and amending the same within the Time and Space of three Months then next following; within which said Space or Time of three Months next after every or any such Notice or Warning, he the said S. P. for himself, his Executors, &c. doth hereby covenant and agree to and with the said M. N. her Executors, &c.

Consideration.
Demise.
Parcels.

Habendum.

Reddendum.

Proviso if
Rent be behind
Lessor may
re-enter.

Covenant to
pay the Rent.

And keep in
Repair.

And so re-
paired, yield
up the same.

That Lessor
may enter and
view the
Premises, &c.

That Lessee
will pay all
Taxes;

Except the
King's Tax.
Covenant for
quiet Enjoy-
ment.

Recital the
Lessor has in-
sured, &c.
for 7 Years.

That after the
End of seven
Years Lessee
shall continue
to insure.

That Lessor
may have the
Benefit there-
of, &c.

cutors, &c. well and sufficiently to repair and amend the Defects, Defaults and Wants of Reparations so to be found as aforesaid, (except as before excepted.) **And further**, that he the said *S. P.* his Executors, &c. shall and will at all Times hereafter, during the Term hereby demised, (determinable as aforesaid) bear, sustain, pay and discharge all Taxes, Charges, Impostions and Parish-Duties, which shall be taxed, charged, imposed, or assessed upon the said Messuage or Premises aforesaid, or any Part thereof (except the King's Tax, or other Taxes, chargeable or to be charged on the Landlord by Act of Parliament.) **And** the said *M. N.* for herself, her Executors, &c. doth hereby covenant, promise, grant and agree to and with the said *S. P.* his Executors, &c. in Manner and Form following, *viz.* That he the said *S. P.* his Executors, &c. paying the said yearly Rent of—and performing all and every the Covenants and Agreements herein before contained, which on his or their Part and Behalf are or ought to be paid, done or performed, according to the true Intent and Meaning of these Presents, shall and lawfully may peaceably and quietly have, hold, use, occupy, possess and enjoy the said Messuage or Tenement and Premises hereby demised, for and during the Continuance of this Demise, without any lawful Let, Suit, Trouble or Interruption of or by the said *M. N.* her Executors, &c. or any of them, or by or through her, their or any of their Acts, Means, Default, Neglect or Procurement, and that always clearly acquitted and discharged of and from all Rent and Rents due and to be due or payable by or upon the original Indenture or Lease, by which the said *M. N.* now holdeth the said demised Premises for a longer Term than is hereby granted. **And whereas** the said *M. N.* hath caused the Sum of 500 *l.* to be insured upon the said Messuage or Tenement and Premises, by the amicable Contributionship for insuring from Losses by Fire, during the Term of seven Years, to be accountable from the—Day of—for which said Insurance she paid the Sum of 4 *l.* 10 *s.* (one Moiety whereof the said *S. P.* hath paid and contributed unto the said *M. N.* for that Purpose, which the said *M. N.* doth hereby acknowledge) **Now this Indenture further witnesseth**, that it is hereby mutually agreed by and between the said Parties to these Presents severally and respectively, for themselves and their several Executors, &c. that after the End of the said Term of seven Years, the said Sum of 500 *l.* shall from Time to Time, during the Continuance, and till the Expiration of this present Lease, be continued to be insured on the said Messuage, &c. thereby to secure the same from Loss by Fire; and that the said 500 *l.* shall be so from Time to Time insured, at the sole and only Charges of the said *S. P.* his Executors, &c. (or it may be at their joint Charges, &c. if so agreed.) **And** that in case any Loss or Damage shall happen to the said Messuage, &c. by Fire, that the said *M. N.* her Executors, &c. shall have the whole Benefit, not only of the said Insurance already made, but also of all such Insurances as shall be hereafter made in Pursuance hereof for insuring the said Messuage, &c. from Loss by Fire. **And** that the said *M. N.* her Executors, &c. in such Case shall, with what convenient Speed may be, repair the said Messuage or Tenement and Premises, and make the same fit for Habitation of the said *S. P.* and his Assigns, during the Residue of the said Term hereby demised, which shall be then to come and unexpired. **In Witness, &c.**

A Lease of a House in the Country, in Reversion, with Covenants to pay Heriots, &c.

Recital of
Lease for 24
Years.

Consideration.

THIS Indenture, &c. Between *H. H.* of *H.* in the County of *S.* Gent. and *E.* his Wife, of the one Part, and *W. W.* of *M.* in the said County of *S.* of the other Part: **Whereas** the said *H.* and *E.* together with one *I. H.* Father of the said *H.* deceased, for a certain Sum of Money to them by the said *W. W.* before-hand paid, by their Indenture bearing Date, &c. **Did** demise, grant, set and to Farm let unto the said *W. W.* all that their Messuage or Tenement, with all Edifices and Buildings thereunto belonging, together with all Lands, Meadows, Leasows and Pastures, Commons of Pasture, Commodities and Feedings to the said Messuage or Tenement belonging or appertaining, with all and singular their Appurtenances, situate, lying and being in the Towns and Fields of *M.* aforesaid, in the County aforesaid, and then in the Tenure or Occupation of the said *W. W.* **To have and to hold** the said Messuage or Tenement, Lands, Meadows, Leasows, Pastures, Commons, Commodities and Feedings, and all other the Premises, with their Appurtenances, unto the said *W. W.* his Executors and Assigns, from the Feast of the Purification, &c. last past before the Date of the said Indenture, unto the full End and Term of twenty-four Years from thenceforth next and immediately ensuing, fully to be compleat and ended; **Yielding and paying** therefore yearly, during the said Term, to the said *H. H.* and *E.* his Wife, or to one of them, or to one of their Heirs, &c. Twenty Shillings of lawful Money of, &c. as in the said Indenture is contained at large: **Now this Indenture witnesseth**, That the said *H. H.* and *E.* his Wife, for and in Consideration of the Sum of 20 *l.* of lawful Money, &c. to the said *H.* and *E.* by the said *W. W.* before or at the Ensealing hereof, well and truly

truly contented and paid for and in the Name of a Fine, whereof the said *H.* and *E.* and each of them do acknowledge themselves to be fully satisfied and paid, and the said *W. W.* his Executors, Administrators and Assigns thereof to be acquitted, exonerated and discharged by these Presents, **Have** demised, granted, set and to Farm let, and by these Presents, *&c.* unto the said *W. W.* **All** the afore said Messuage or Tenement, Edifices and Building, with all Lands, Meadows, Leasows, and Commons of Pasture to the said Messuage or Tenement belonging, with all other the Premises, and their Appurtenances, situate, lying and being in the Town and Fields of *M.* afore said, in the said County, in as large and ample Manner as the said *W. W.* heretofore hath occupied the same; **To have, hold,** occupy and enjoy the said Messuage or Tenement, Lands, Meadows, Leasows, Pastures, Commons, Commodities, and all other the Premises and every Part thereof, with the Appurtenances, to the said *W. W.* his Executors, Administrators and Assigns, from the End and Expiration of the afore said Indenture, that is to say, from the Feast of the Purification, *&c.* which shall be in the Year of our Lord God, *&c.* until the full End and Term of twenty-one Years then next ensuing to be fully completed and ended; **Yielding and paying** therefore yearly during the said Term, to the said *H. H.* and *E.* his Wife, or to either of them, their Heirs or Assigns, the Sum of 23 s. of, *&c.* at the two Feasts in the Year following, that is to say, at the Feast of the Annunciation, *&c.* and the Feast of St. Michael, *&c.* by even Portions; **And** if it happen the said yearly Rent of 23 s. to be behind and unpaid, in Part or in all, by the Space of one Month after either of the said payable Feasts whereon it ought to be paid, being lawfully demanded; and by all that Time no sufficient Distress can be found upon the Premises, then it shall be lawful to and for the said *H.* and *E.* their Heirs or Assigns, into the said Messuage or Tenement, Lands, *&c.* and all other the Premises, with the Appurtenances, to re-enter, and the same to repossess and have again, as in their former Estate: **And** the said *W. W.* his Executors, *&c.* and all other Occupiers of the same to avoid, expel and put out; these Indentures, or any Thing herein contained, to the contrary notwithstanding. **And** the said *W. W.* doth covenant and grant for him, his Executors, *&c.* to and with the said *H. H.* and *E.* his Wife, their and each of their Heirs, Executors, *&c.* the said Messuage or Tenement, and all Edifices or Buildings to the same belonging, sufficiently to repair, maintain, sustain and keep, together with all Hedges and Ditches in and about the said Lands during all the said Term, at and upon his own proper Costs and Charges; and at the End of the said Term, the said Building, Hedges, Ditches, Banks, Mounds, *&c.* well and sufficiently repaired and preserved, shall yield and give up. **And also** that he the said *W. W.* his Executors and Assigns, shall pay to the said *H.* and *E.* their Heirs or Assigns, at the Death of every Person dying Tenant in and upon the Premises, during the said Term, his or their best Beast in the Name of an Heriot. **And also** the said *W. W.* doth covenant and grant to and with the said *H.* and *E.* *&c.* that he the said *W. W.* shall not at any Time hereafter, during the said Term, bargain, sell or assign his Interest or Term of Years of, in or to the said Messuage and other the Premises, with the Appurtenances, to any Person or Persons other than to his Wife, or to one of his Sons, without the special Licence of the said *H.* and *E.* his Wife, or their Heirs, on Pain of forfeiting his or their Estate. **And that** the said *W. W.* his Executors or Assigns, during the said Term, shall yearly pay all chief Rents, and yield all other Rents and Services due or to be due to any Person or Persons out of the said Messuage or Tenement and other the Premises. **And** the said *H. H.* and *E.* his Wife, do covenant and grant, for them, their Heirs and Assigns, to and with the said *W. W.* his Executors, Administrators and Assigns, that it shall be lawful to the said *W. W.* his Executors, Administrators or Assigns, during all the said Term, to have, take, hew and carry away sufficient House-boot, Hay-boot, Fire-boot and Plough-boot, in and upon the Premises growing or being, doing no wilful Waste. **Provided always,** that the said *W. W.* his Executors or Assigns, shall not fell or hew any Oak by the Butt, nor cut off the Top of an Oak growing in *Sagelee* during the said Term, without the Consent and Licence of the said *H.* and *E.* their Heirs or Assigns; **And also** the said *W. W.* doth covenant and grant, that his Son, to whom he intends to assign the Premises with this Indenture, shall not assign his Interest in and to the Premises, to any Person or Persons, but to his Wife as long as she remaineth a Widow, without the Consent and Licence of the said *H.* and *E.* and their Heirs, upon pain of forfeiting their Estate. **And** the said *H.* and *E.* do covenant and grant, for them and their Heirs, to and with the said *W. W.* his Executors, Administrators and Assigns, that the said *W. W.* his Executors, Administrators and Assigns, during all the said Term, shall and may peaceably and quietly have, hold, occupy, possess and enjoy, *&c.* (*Add the Covenant for quiet Enjoyment.*)

Demise.

Parcels.

Habendum.

Reddendum.

Covenant if Rent behind Lessor to re-enter.

Covenant to Repair.

To pay Heriot.

That Lessee shall not sell or assign his Interest, *&c.* other than to his Wife or Son without Licence.

To pay Chief Rent, and other Rents and Services.

Lessee to cut House boot, Hay boot, *&c.*

Proviso not to cut Oak in Segelee.

That Lessee's Son shall not assign his Interest to any but his Wife without Licence.

A Lease to enable one to bring an Ejectment.

THIS Indenture, made, &c. Between T. H. of — of the one Part, and J. P. of — of the other Part, Witnesseth, that the said T. H. for divers good Causes and Considerations him hereunto moving, hath demised, set, and to Farm let, and by these Presents Doth demise, &c. unto the said J. P. All that, &c. **To have and to hold** the said — with their and every of their Appurtenances, unto the said J. P. from the — Day of — now last past, for and during, and unto the full End and Term of five Years from thence next ensuing, and fully to be compleat and ended; **yielding and paying** therefore yearly and every Year, during the said Term, unto the said T. H. his Executors, Administrators and Assigns, one Pepper-Corn, (if the same shall be lawfully demanded) on the Feast, &c. **To the Intent** and Purpose, that the said J. P. may be and become forthwith Tenant of the said — in order that an Ejectment may be brought by him as Plaintiff, for the Recovery of the Possession thereof for the said T. H. against J. D. as the Casual Ejector. **In Witness, &c.**

From a Tenant by the Curtesy, to Trustees for 80 Years, if he lives so long, to prevent a Merger, on his purchasing the Inheritance.

THIS Indenture made, &c. Between T. R. of — of the one Part, and T. J. of — and E. R. of — of the other Part, Witnesseth, that the said T. R. for and in Consideration of the Sum of 5 s. of, &c. to him the said T. R. in Hand paid by the said T. J. and E. R. or one of them, at, &c. the Receipt, &c. **He** the said T. R. hath granted, demised, leased, and to Farm letten, and by these Presents Doth grant, &c. unto the said T. J. and E. R. All that, &c. which at any Time heretofore were the Inheritance of M. the late Wife of the said T. R. and wherein the said T. R. hath any Estate for his Life, by the Curtesy of England, or otherwise; **To have and to hold** the said Messuage, Lands, Tenements, and all and singular other the Premises hereby granted and intended so to be, with their and every their Appurtenances, unto the said T. J. and E. R. their Executors, Administrators and Assigns, from the — Day of — last past, before the Date hereof, for and during, and unto the full End and Term of 80 Years, if the said T. R. shall so long live; **Upon Special Trust** and Confidence nevertheless, and to the Intent and Purpose that these Presents, and the Estate hereby granted, shall attend and wait upon the Freehold and Inheritance of the same Premises, the said T. R. intending shortly to purchase the Inheritance of the same Premises, and to have the same conveyed to him and his Heirs. **In Witness, &c.**

A Lease by way of Articles, whereby Tenant covenants to pay the Fine and Rent beforehand, and whereby Premises let for a Year certain, and afterwards for such further Term as mutually agreed on, &c.

Articles of Agreement indented, &c. Between R. W. of the one Part, and A. B. of the other Part, in Manner as follows, viz.

Whereas the said A. B. hath agreed to accept and take a Lease from the said R. W. of the Messuage or Tenement hereafter after leased, at the yearly Rent of 20 l. and as a Security for Payment thereof, hath agreed to pay every Quarter's Rent for the same, (being 5 l. a Quarter) on or before every Quarter-Day, during the Continuance of the said Lease, in Manner as herein after mentioned: **Now these Presents witness**, that in Consideration of the Sum of 5 l. of lawful Money, as and for the first Quarter's Rent of the said Messuage, and which is for the Quarter ending at Michaelmas-Day next, to him the said R. W. now in Hand paid by the said A. B. at or before the Executing hereof, the Receipt whereof is by him the said R. W. hereby acknowledged; and also in Consideration of the said A. B. his Executors, Administrators or Assigns, paying the said Rent by Quarterly Payments beforehand, and in Consideration of the Covenants herein after contained on his and their Part to be performed, he the said R. W. hath, and by these Presents Doth demise, lease, set, and to Farm let unto the said A. B. All that Messuage or Tenement, with its Appurtenances, situate, &c. as the same was late in the Occupation of F. M. Widow, and now in the Occupation of F. B. Carpenter; **To have and to hold** the said Messuage with its Appurtenances, unto the said A. B. his Executors, Administrators and Assigns, from Midsummer-Day now next ensuing the Date hereof, for and during the full Term of one Year

certain, and from thence for and during such further Term or Terms therein as shall be mutually agreed on between the said Parties to these Presents: **Nevertheless** after the End of the first Year, this present Lease shall end and determine, on either of the said Parties giving a Quarter's Notice in Writing unto the other of them, for such Determination of the same, and fully to be compleat and ended; **Yielding and paying** therefore unto the said *R. W.* for the first Year of the said Term, the Rent or Sum of 15*l.* of lawful Money, in Manner as follows, *viz.* 5*l.* Part thereof on *Michaelmas-Day* now next, 5*l.* other Part thereof on *Christmas-Day* then next, and 5*l.* on *Lady-Day*, then next following, and which will be in the Year of our Lord—**And yielding and paying** unto the said *R. W.* his Executors, Administrators and Assigns, for and during all such further Term or Terms as shall be so mutually agreed to be taken of the Premises as aforesaid, at and after the Rate of 20*l. per Ann.* the same to be paid Quarterly beforehand, on the several Quarter-Days aforesaid, during the Continuance of such further Term; the first of which Quarterly Payments to begin and be made on *Midsummer-Day*—and rendering and paying for the last Quarter of such further Term, the Rent of one Pepper-Corn only (if demanded.) **Item**, the said *A. B.* doth, &c. (Covenant to pay Rent and to repair, See Tit. **Covenants**.) **And further**, that it shall and may be lawful to and for the said *R. W.* his Executors, Administrators and Assigns, and all other Persons having a legal Right thereto, with Workmen or others, or without, twice or oftner yearly, during the Continuance of this Demise, at seasonable Times in the Day-time, to enter and come into and upon the said leased Premises, to view, search, and see the Defects and wants of Reparations in and about the same, and of all such Defects and Wants of Reparations as shall be there found, to give or leave Notice or Warning in Writing, in or at the said demised Premises for the amending thereof: **And** that he the said *A. B.* his, &c. shall and will from Time to Time, and at all Times, during the Continuance of this Demise, within the Space of three Months next after every such Notice or Warning, well and sufficiently repair, pave amend and make good all such Defects and Wants of Reparation, whereof such Notice or Warning shall be so given or left as aforesaid; **And** that in Default thereof, it shall and may be lawful to and for the said *R. W.* his Executors, Administrators and Assigns, to order and employ such Workmen as he or they shall think fit to make and do the same Amendments and Repairs; and that he the said *A. B.* his Executors, Administrators or Assigns, shall and will upon Demand repay unto the said *R. W.* his Executors, Administrators and Assigns, all and every such Sum and Sums of Money as he or they shall have expended and paid for or about the same. **Item** the said *R. W.* for himself, &c. (Lessor's Covenant for quiet Enjoyment, &c.) **In Witness**, &c.

A Lease for Twenty-one Years from a Man and his Wife, of the Wife's settled Estate for her Life, &c.

THIS Indenture made the—Day of, &c. **Between** *A. B.* of, &c. and *E.* his Wife, heretofore *E. B.* Widow and Relict of *J. B.* of, &c. deceased, of the one Part, and *C. D.* of, &c. of the other Part, **Witnesseth**, that for and in Consideration of the Rents, Covenants and Agreements herein after reserved and contained, which on the Part and Behalf of the said *C. D.* his Executors, Administrators or Assigns, ought to be paid and performed, **She** the said *E. B.* by virtue of and in Pursuance of a Power given and reserved to her in and by one Indenture of Settlement, bearing Date on or about the—Day of—1739, and all other Powers her in that Behalf enabling, and by and with the Privy and Consent of the said *A. B.* testified by his Signing and Sealing these Presents, **hath** demised, leased and granted, and by these Presents **Doth** demise, lease and grant, and the said *A. B.* as far as he can or lawfully may, **Doth** demise, lease, ratify and confirm unto the said *C. D.* his Executors, Administrators and Assigns, **All** that Capital Messuage, &c. **To have and to hold** the said Capital Messuage, &c. hereby demised, granted and confirmed, or mentioned or intended so to be, with their and every of their Appurtenances, unto the said *C. D.* his Executors, Administrators and Assigns, from the Feast-day of *Sr. John the Baptist* last past, before the Date hereof, for and during and unto the full End and Term of twenty-one Years, from thence next ensuing and fully to be compleat and ended, or for such less Term than twenty-one Years, as he the said *C. D.* his Executors or Administrators shall think proper, pursuant to the Proviso or Agreement herein after mentioned and contained, **Yielding and paying** therefore yearly and every Year, during the said Term hereby demised and granted unto the said *A. B.* and *E. B.* his Wife, or such Person or Persons as shall be intitled to the Freehold or Inheritance of the Premises for the Time being, the yearly Sum of —*l.* of lawful Money of *Great Britain*, at or on the two usual Feasts or Days of Payment, (that is to say) the Feast of *St. John the Baptist*, and the Feast of our *Lord Christ*, in every Year,

Year, by even and equal Portions; **And** the said C. D. for himself, his Heirs, Executors and Administrators, doth hereby covenant and grant to and with the said A. B. and E. B. her Heirs and Assigns, that the said C. D. his Executors, Administrators and Assigns, or some or one of them, shall and will well and truly pay or cause to be paid the said yearly Rent of — £. at the Times and in Manner herein before mentioned and appointed for Payment thereof; **And also** shall and will from Time to Time, and at all Times hereafter during the said Term hereby demised, well and sufficiently repair, uphold, support, maintain, sustain, amend, pave, purge, scower, cleanse, empty and keep the said Capital Messuage or Mansion-House, and all other the Premises hereby demised, with their and every of their Appurtenances, and all the Glass Windows, Pavements, Privies, Sinks, Gutters and Wydraughts to the same belonging, in and by and with all and all Manner of needful and necessary Reparations and Amendments whatsoever, when, where, and as often as Need or Occasion shall be and require during the said Term, (Casualties by Fire, Wind, Storms and Tempests excepted); the said C. D. his Executors, Administrators or Assigns, being allowed rough Timber and sufficient Rapiers for the Reparations thereof, to be assigned for the Use of the said C. D. his Executors, Administrators or Assigns, within three Months after he or they shall demand or have Occasion for the same: **And** the said Capital Messuage or Mansion-House, Lands, Hereditaments and Premises, with the Appurtenances thereto belonging, so being in and by all Things well and sufficiently repaired, upheld, supported, sustained, glazed, paved, purged, scowered, cleansed, emptied, maintained and amended, at the End and Expiration of the said Term of twenty-one Years, or other sooner Determination of this present Lease or Demise, which shall first happen, shall and will peaceably and quietly leave, surrender and yield up unto the said E. B. or such Person or Persons as shall be intitled to the same for the Time being, his, her or their Heirs or Assigns, together with all the Goods, Furniture, Doors, Locks, Keys, Bolts, Bars, Shelves, Partitions, Chimney-pieces and other Things now therein, and which are more particularly mentioned in a Schedule hereunto annexed, in as good Case and Condition as the same now are or may be (the reasonable Use and Wearing thereof, Accidents and Casualties by Fire in the mean Time, only excepted.) **And further**, that it shall and may be lawful to and for the said E. B. or her Assigns, or such Person or Persons as shall be intitled to the said Capital Messuage or Mansion-House, Lands, Hereditaments and Premises for the Time being, with Workmen or others, in his, her, or their Company, or without, twice or oftner in every Year, yearly, during the said Term, at convenient Times in the Day-time to enter and come into and upon the said demised Premises, or any Part thereof, there to view, search and see the State and Condition of the Reparations thereof; and of all such Defects, Decays and Wants of Reparations upon every such View to be found, to give or leave Notice or Warning in Writing at the said demised Premises, to and for the said C. D. his Executors, Administrators and Assigns, to repair and amend the same within the Term or Space of three Months next following, within which said Term or Space of three Months, he the said C. D. for himself, his Executors, Administrators and Assigns, doth hereby covenant, promise and agree, to and with the said E. B. or such Person or Persons as shall be intitled to the said Capital Messuage or Mansion-House, Lands and Premises for the Time being, well and sufficiently to repair and amend all and every such Decays and Want of Reparation (except as before is excepted); and the said C. D. his Executors, Administrators or Assigns, having rough Timber first assigned to him for that Purpose. **Provided always**, that if it shall happen the said yearly Rent of — £. or any Part thereof, be behind or unpaid, in Part or in all, by the Space of twenty-eight Days next over or after any of the Feasts or Days of Payment on which the same ought to be paid as aforesaid, (being lawfully demanded) that then and from thenceforth it shall and may be lawful to and for the said A. B. and E. B. his Wife, or the Person or Persons who shall be intitled to the said Capital Messuage or Mansion-House, Lands and Premises, in Remainder or Reversion, for the Time being, his, her and their Heirs or Assigns, or any of them, into the said demised Premises, or any Part thereof, in the Name of the Whole, wholly to re-enter, and the same to have again, retain, repossess and enjoy, as in his, her or their first and former Estate; and the said C. D. his Executors, Administrators and Assigns, and all other Occupiers thereof, thereout and from thence utterly to expel, put out and amove; this Indenture, or any Thing herein contained to the contrary, in any wise notwithstanding. **And** the said A. B. for himself, his Heirs, Executors and Administrators, and for the said E. his Wife, doth hereby covenant, promise and agree to and with the said C. D. his Executors, Administrators and Assigns, that they the said A. B. and E. his Wife, or one of them, or the Person intitled to the Freehold or Inheritance of the Premises for the Time being, shall and will yearly and every Year during the said Term hereby demised, well and truly pay or cause to be paid. (*Lessor covenants to pay all Taxes except, &c. and indemnify Lessee therefrom.*) **And further**, that he the said C. D. his Executors, Administrators or Assigns, paying the said yearly Rent of — £. in Manner and Form aforesaid, and observing,

ing, performing, fulfilling and keeping all and singular the Covenants, Grants, Clauses, Articles, Provisoos, Conditions and agreements, which on his and their Parts and Behalves ought to be paid, observed, performed, fulfilled and kept, shall and lawfully may peaceably and quietly have, hold, use occupy, possess and enjoy the said Capital Messuage or Mansion-House, and all and singular other the Premises, with their and every of their Appurtenances, above by these Presents demised and granted, or intended so to be, for and during all the said Term of twenty-one Years hereby demised (determinable as herein after is mentioned) without the lawful Let, Suit, Trouble, Molestation or Interruption, of, from, or by the said A. B. and C. his Wife, or either of them, or of, from or by any other Person or Persons whatsoever: **Provided also**, and it is hereby further declared and agreed, that in case the said C. D. his Executors, Administrators or Assigns, shall be minded or desirous to leave and depart from the said Capital Messuage or Mansion-House and Premises before mentioned to be demised, at the End or Expiration of the first seven Years, eleven Years, fourteen Years, or eighteen Years of the said Term of twenty-one Years, to be computed from the Commencement of this present Lease or Demise, and of such his or their Mind or Intention shall give or leave Notice in Writing to or for the aforesaid A. B. and E. B. or one of them, or the Person who shall then be intitled to the said Capital Messuage or Mansion-House and Premises, or shall receive the last Half Year's Rent or other Rent then due six Months before the End of the said several Terms of seven Years, eleven Years, fourteen Years, or eighteen Years, and shall pay all such Rent and Arrears of Rent as shall be then due by virtue of these Presents, and leave the Premises in Repair, according to the true Intent and Meaning of these Presents, then at the End or Expiration of the said seven Years, eleven Years, fourteen Years, or eighteen Years, to be computed as aforesaid, this present Lease, and every Thing therein contained, shall cease, determine and be absolutely void, any Thing herein contained to the contrary thereof notwithstanding. **In Witness** whereof, &c.

Of a House from the Parson and Churchwardens of a Parish, with the Assent and consent of the Parishioners, in Consideration of surrendering a former Lease, and of rebuilding the House, &c.

THIS Indenture made, &c. **Between** B. W. Doctor in Divinity, Parson of the Parish-Church of—in L. and M. B. Citizen and Clothworker of L. and J. H. Citizen and Spectacle-Maker of L. Churchwardens of the said Parish-Church, of the one Part, and E. E. of—the other Part, **Witnesseth**, that the said Parson and Churchwardens, by and with the Assent, Consent and Agreement of the major Part of the most ancient and discreet Parishioners of the said Parish, as well for and in Consideration, &c. (*of surrendering a former Lease*) and for and in Consideration of the Sum of, &c. to them in Hand paid, at, &c. by the said E. E. to and for the Use and behoof of the Parishioners of the said Parish, to be disposed of at their Discretions; and for and in Consideration of, &c. (*Building*) as also for and in Consideration of the yearly Rent of, &c. and the Covenants and Agreements herein after mentioned to be paid, done and performed; **Have demised, &c. All, &c. To have, and to hold, &c. Yielding and paying** therefore yearly, &c. unto the said Parson and Churchwardens, and their Successors, Parson and Churchwardens of the said Parish-Church for the Time being; **To and for the Use** and Behoof of the Parishioners of the said Parish for the Time being, the Rent or Sum of, &c. at, &c. (*Covenants added.*) **And, &c. covenant, &c. and agree** to and with every of them by these Presents, in Manner, &c. shall and will well and truly pay or cause to be paid unto the said Parson and Churchwardens, and their Successors, Parson and Churchwardens of the said Parish-Church for the Time being, to and for the Use of the Parishioners of the said Parish for the Time being, the yearly Rent or Sum of, &c. at the Days and Times, and in Manner and Form aforesaid, during the said Term hereby demised; **And, &c. to and for** the said Parson and Churchwardens, and their Successors, Parson and Churchwardens of the said Parish-Church for the Time being, or any of them, or any other of the Parishioners of the said Parish of— with Workmen or without, twice, &c. to enter, &c. and see whether the Premises be well and sufficiently repaired, made, amended and kept as the same ought to be, or not, and of all such Default, Defects, or wants of Reparations, so then and there from Time to Time, by them or any of them found, to give or leave Notice or Warning in Writing at the said leased Premises, to or for the said E. E. his Executors, Administrators or Assigns, to repair and amend the same Defaults, Defects and Wants of Reparations, within the Time or Space of three Months, then next following; within the Time and Space of which said three Months, he the said E. E. for himself, his Executors, Administrators and Assigns, doth covenant, promise and agree, to and with the said Parson and Churchwardens, and their Successors, Parson and Churchwardens of the said Parish-Church for

Covenant to pay the Rent.

Lessor may view the Premises.

Lessee to pay Taxes.

for the Time being, well and sufficiently to repair and amend the same accordingly; **And moreover**, that he the said *E. E.* his, &c. or some or one of them, shall and will from Time to Time, and at all Times, during this present Lease, at his and their own proper Cost and Charges, bear, pay and discharge all such Taxes, Duties, Payments, Assessments and Impositions whatsoever, either ordinary or extraordinary, or whether Civil or Military, which shall or may be assessed, taxed or imposed upon him the said *E. E.* his Executors, Administrators or Assigns, or upon the said demised Premises, or the said Parson and Churchwardens, or their Successors, Parson and Churchwardens of the said Parish-Church for the Time being, as Landlord or Landlords of the Premises; and also all Parish-Duties, Payments to the Poor, Watch and Ward, Scavenger's Wages, and other Payments to grow due, to be paid for or in Respect of the Premises, during this present Lease; and of and from all and every the Taxes, Assessments, Payments, Duties and Impositions aforesaid to grow due, to be paid for or in Respect of the Premises, and of and from all Actions, Suits, Troubles, Costs, Charges, Damages and Demands whatsoever, touching or concerning the same, shall and will clearly acquit and discharge the said demised Premises, and also the said Parson and Churchwardens, and their Successors and Assigns, from Time to Time, and at all Times, during this present Lease: **Provided**, &c. — lawfully demanded; or if the

In Default of paying Rent, or of Repairing, the Lessors may re-enter.

That the Lessee will rebuild the House, and indemnify the Lessors from Incroachments or Irregularity of the Building.

Repairs of the said demised Premises shall not be made and done from Time to Time, during the said Term, within the Time of three Months next after Warning, to be given or left in Writing as aforesaid, (according to the Covenant aforesaid of the said *E. E.* in that Behalf); that then and from thenceforth, in either of the said Cases, it shall and may be lawful to and for the said Parson and Churchwardens of the said Parish-Church for the Time being, into the said, &c. to re-enter, &c. **And** the said *E. E.* for himself, his, &c. doth further covenant, promise and grant to and with the said Parson and Churchwardens, and their Successors, Parson and Churchwardens of the said Parish-Church for the Time being, and to and with every of them by these Presents, in Manner and form following; (that is to say) That he the said *E. E.* his Executors, Administrators or Assigns, shall and will at his and their own proper Costs and Charges, within twelve Months next ensuing the Date of these Presents, take down the Messuage or Tenement afore hereby demised, and in the Place and Stead thereof, within the Time aforementioned, erect and new build one substantial House of good Materials; and also that he the said *E. E.* his Executors, Administrators or Assigns, shall and will from Time to Time, and at all Times hereafter, from the Day of the Date hereof, and during the said Term hereby granted, well and sufficiently save, defend and keep harmless the said Parson and Churchwardens of the said Parish, and their Successors, Parson and Churchwardens of the said Parish-Church for the Time being, and every of them, of and from all Indictments concerning irregular Buildings, Incroachments, Jetties and Purprestures of the Messuage or Tenement afore demised, and of the Messuage or Tenement to be erected instead thereof, and of and from all Trouble, Costs, Charges, Executions and Damages whatsoever concerning the same, or any of them, in any Manner of wise.

The Assent of some of the Parishioners indorsed.

We whose Names are hereunder written, Parishioners of the Parish of *St. B.* within mentioned, do hereby consent and agree to the within written Lease: Witness our Hands the Day and Year first within written.

Lease from an Administrator and Guardian of an Infant.

THIS Indenture, &c. Between *J. T.* of, &c. Esq; Administrator of the Goods and Chattels of his late Brother Sir *E. T.* late of, &c. Bart. deceased, during the Minority of Sir *E. T.* Bart. (Son and Heir of the said Sir *E. T.* deceased, and which said *J. T.* is Guardian of the said Sir *E. T.* the Son) and also the same Sir *E. T.* of the one Part, and *R. R.* of, &c. of the other Part. **Whereas** by certain Articles, &c. (*Recital of Articles for Building*): **And whereas** the said House, with its Appurtenances, so covenanted to be built and finished, on the Behalf and at the Charge of the said Sir *E. T.* deceased, his Executors or Administrators, has been by him and them so well built and finished accordingly, but the same was not so done until *Christmas-Day* now last past: **And whereas** there having been actually laid out and expended by the said Sir *E. T.* in his Life-time, and by his Administrator since his Death, in the Building and Finishing the said House, with its Appurtenances, the Sum of 40*l.* over and above the said Sum of 120*l.* by the said Articles, so covenanted to be by him and them laid out in Building and Finishing the same as aforesaid; he the said *R. R.* Party hereto, in Consideration thereof, (and instead and in lieu of the said yearly Rent

Rent of 6*l.* to be by him paid, according to the said Articles for the said House and Premises) hath agreed to pay in Augmentation of the same Rent, the further yearly Sum of 40*s.* to compleat and make up the yearly Rent of 8*l.* for the said House, with its Appurtenances hereby leased, payable in such Manner as herein after is mentioned and reserved: **Now this Indenture witnesseth**, that in Pursuance and Performance of the Covenant in the said recited Articles contained on the Part and Behalf of the said Sir *E. T.* deceased, his Heirs, Executors and Administrators, for the granting of a Lease of the said new built House with its Appurtenances, unto the said *R. R.* his Executors, Administrators and Assigns, and also in Consideration of the yearly Rent and Covenants herein after reserved and contained, on his and their Part and Behalf to be paid and performed, he the said *J. T.* (as Administrator of the said Sir *E. T.* deceased, and also as Guardian of his Son Sir *E. T.* Party hereto, and for and on his Behalf, and by and with his Privity, Consent and Approbation, testified by his Executing hereof) **hath** demise, leased and to Farm letten, and by these Presents he the said *J. T.* (by and with the Consent, Privity and Approbation of the before named *A. R.* testified by her being a Witness to the Executing of these Presents) **Doth** demise, &c. unto the said *R. R.* Party hereto, his Executors, Administrators and Assigns, **All** that the said new built House, Messuage or Tenement, &c.

Lease from Mother and Son to a Lessee, with two Reddendums, the one to the Mother for Life, and the other to the Son and his Heirs after her Death.

THIS Indenture, &c. Between *S. M.* of, &c. Widow, and *J. M.* of the Parish of, &c. Gent. of the one Part, and *C. H.* of, &c. Esq; of the other Part, **Witnesseth**, that the said *S. M.* and *J. M.* in Consideration of the Rents and Covenants herein after reserved and contained on the Part and Behalf of the said *C. H.* his Executors or Administrators, to be paid and performed, **Have** demise, granted and to Farm letten, and by these Presents **Do** demise, &c. unto the said *C. H.* his Executors and Administrators, **All** that, &c. **To have and to hold** the said Messuage, unto the said *C. H.* his Executors, &c. from, &c. for, &c. **Yielding and paying** therefore unto the said *S. M.* and her Assigns, yearly and every Year, during so much of the said Term as she shall happen to live, the yearly Rent or Sum of 23*l.* of lawful, &c. on the two most usual Feast-Days or Days of Payment in the Year, that is to say, The *Annunciation* of the Blessed Virgin *Mary*, and the Feast of St. *Michael* the Archangel, by even and equal Portions; **And yielding and paying** unto the said *J. M.* his Heirs and Assigns, from and after the Death of the said *S. M.* for and during so much of the said Term of twenty-one Years as shall be then to come and unexpired, the aforesaid yearly Rent of 23*l.* at the same two usual Feast-Days and Days of Payment, and by even and equal Portions. (Covenants, &c.)

Demise from the Mother and her second Husband to her Son by the first Husband for 99 Years, of an Estate wherein the Mother was Tenant for Life.

THIS Indenture, made, &c. Between *A. B.* of, &c. and *F.* his Wife, (which said *F.* was the late Wife of *W. W.* late of, &c. deceased, who was the eldest Son of *W. W.* late of, &c. also deceased, and which said *F.* was the only Daughter of *T. M.* late of, &c. Clerk, likewise deceased) of the one Part, and *T. W.* of, &c. (the only Son and Heir of the said *W. W.* the Son, and the said *F.* his Wife), of the other Part. **Whereas** by Indenture bearing Date, &c. and made between the said *W. W.* the Father of the one Part, and the said *W. W.* the Son of the other Part, the said *W. W.* the Father (for the Considerations therein mentioned) did for himself and his Heirs covenant with the said *W. W.* the Son and his Heirs, that he the said *W. W.* the Father and his Heirs, and all other Persons whatsoever, who then or thereafter should be intitled to a Messuage, &c. situate, &c. therein and herein after mentioned, should from thenceforth stand and be seised of the said Messuages, Lands and Premises, to the following Uses, *viz.* To the Use of the Father & *Ux* for Life, Remainder to the Son and *F.* his Wife for their respective Lives, with Remainder to their Heirs begotten or to be begotten, Remainder to the right Heirs of the Father: **And** **whereas** by one other Indenture, dated, &c. 1702, and made between the said *T. M.* and *W. W.* the Son and *F.* his Wife, as above, &c. of another Messuage, &c. as by the said several in Part recited Indentures, &c. **And whereas** the said *W. W.* the Father, *A.* his Wife, *T. M.* and *W. W.* the Son, being all dead, she the said *F. B.* (late *W.*) by Virtue of the before recited Indentures, is now intitled to an Estate for Life of and in the said Premises, and he the said *T. W.* Party hereto, (being the only Son and Heir of the said *W. W.* the Son by the said *F.* his Wife) will after the Death of the said *F.* by Virtue of the said several recited Indentures, become seised of the said Messuages, or Tenements and Premises,

Recitals, *viz.* The Husband's Father's Deed to stand seised of a Messuage, &c.

The like Deed from the Wife's Father of another Messuage and Lands, &c.

to him and his Heirs : **And whereas** the said *T. W.* being now of Age, they the said *A. B.* and *F.* his Wife, to the Intent the better to enable him to support himself, and for the better Preferment and Advancement of him the said *T. W.* in the World, have agreed, that she the said *F.* shall relinquish her Estate for Life of and in the said Premises, and that the said Messuages, Lands and Premises, shall be by them demised to the said *T. S.* in such Manner as herein after mentioned: **Now this Indenture witnesseth**, that they the said *A. B.* and *F.* his Wife, in Pursuance and Performance of the said Agreement, and to the Intent aforesaid, and for and in Consideration of the natural Love and Affection which she the said *F.* hath for and beareth to the said *T. W.* her Son, and also for and in Consideration of the Sum of 5 s. of, &c. to them the said *A. B.* and *F.* his Wife in Hand paid by the said *T. W.* at or before, &c. the Receipt whereof is by them hereby respectively acknowledged, and for divers other good Causes and valuable Considerations them thereunto especially moving, they the said *A. B.* and *F.* **Have**, and each of them **hath**, and by these Presents **Do**, and each of them **Doth** freely, clearly and absolutely grant, bargain, sell, demise, assign and surrender unto the said *T. W.* **All** that the before mentioned Messuage, &c. (*The Premises as comprised in the first recited Indenture*) and also all that other Messuage, &c. (*The Premises as comprised in the second recited Indenture*) together with all Outhouses, &c. (*General Words*) *Habendum* the said Premises *cum Pertinentiis* to the said *T. W.* his Executors, &c. from Midsummer last, for and during and unto the full End and Term of 99 Years from thence next ensuing, if she the said *F. B.* shall so long live, and fully to be compleat and ended (*Sans Waste*) at the Rent of a Pepper-Corn, &c. **In Witness, &c.**

A Demise from the Husband to two Trustees, whereby the Husband, in Consideration of his Wife's having joined with him in levying a Fine, grants a Messuage and Lands, in Trust that his Wife may have the Rents thereof during her Life.

THIS Indenture made, &c. Between *J. A.* of, &c. and *S.* his Wife, of the one Part, and *H. S.* of, &c. Esq; and *E. St. J.* of, &c. Esq; of the other Part. **Whereas** *W. B.* a Commoner of *Baliol College, Oxon*, by his last Will and Testament in Writing, duly executed, bearing Date, &c. (amongst other Things) did thereby give and devise to his loving Sister *S.* the Wife of *J. A.* being the said *S. A.* Party hereto, **All** that his the Testator's Messuage, &c. **To hold** to his said Sister *S. A.* for and during the Term of her natural Life; and from and immediately after her Decease, he the said Testator gave and devised the same unto his Niece *H. A.* (the Daughter of his said Sister *S.*) and her Heirs and Assigns for ever; as in and by the said in Part recited Will, proved by *R. B. Gent.* (the Testator's Brother) sole Executor thereof, in the proper Ecclesiastical Court, Relation, &c. **And whereas** by Indentures of Lease and Release, the Lease bearing Date the Day next before, and the Release bearing even Date herewith, and both executed immediately before these Presents, the said Release being *Tripartite*, and made or mentioned to be made between the said *J. A.* (by such other Addition as therein mentioned) and *S.* his Wife, of the first Part, *W. C.* of, &c. Yeoman, of the second Part, and the said *R. B.* (by the Name of *R. B. of, &c. Gent.*) of the third Part, (reciting as therein is recited) and for the several Considerations therein mentioned and expressed, and by Virtue of a Fine *sur Conuſance*, &c. therein covenanted and agreed to be levied (the several Messuages, &c. are by them the said *J. A.* and *S.* his Wife and *W. C.* granted, released and conveyed by way of Mortgage) unto and to the Use of the said *R. B.* his Heirs and Assigns for ever; *Subject nevertheless* to a Proviso in the said Indenture of Release contained for Redemption of the said Mortgaged Premises on Payment by the said *J. A.* his Heirs, Executors or Assigns, unto the said *R. B.* his Executors, Administrators or Assigns, of the Principal Sum of 1400 l. and Interest, in such Manner as therein is mentioned and expressed; as in and by the said in Part recited Indentures of Lease and Release (Relation being to them respectively had) more fully and at large may appear: **And whereas** previous to and before the Executing of the said Indentures of Lease and Release, and in Consideration that she the said *S.* Wife of the said *J. A.* hath thereby, and by the said Fine so covenanted to be levied as aforesaid, absolutely released and barred herself of all her Right and Title of Dower of, in and to the said mortgaged Hereditaments and Premises, he the said *J. A.* proposed and agreed to demise the said Messuage, &c. by the recited Will so devised to the said *S.* his Wife for her Life as aforesaid, unto them the said *H. S.* and *E. St. J.* **In trust** to permit the said *S.* his Wife to receive the Rents, Issues and Profits thereof during her Life, for her sole and separate Use, Benefit and Dispose, exclusive of him the said *J. A.* in such Manner as herein after is for that Purpose mentioned and expressed: **Now this Indenture witnesseth**, that the said *J. A.* in Pursuance and Performance of the said recited Agreement, and in Consideration of her the said *S.* his Wife having joined in the said Fine, and barred herself of such Right and

and Title of Dower in and to the said mortgaged Premises as aforesaid, and also in Consideration of the Sum of 5*s.* of lawful Money to him in Hand paid by the said *H. S.* and *E. St. J.* at, &c. the Executing hereof, the Receipt whereof is by him hereby acknowledged, **Doth** demised, granted, leased and to Farm letten, and by these Presents **Doth** demise, &c. unto the said *H. S.* and *E. St. J.* their Executors, Administrators and Assigns, **All** that the herein before mentioned Messuage, &c. which in and by the said recited Will were by him the said *W. B.* given and devised to the said *S. A.* during her Life as aforesaid, and as the same Premises are now in the Occupation of the said *T. B.* or his Undertenants, together with all and singular Outhouses, &c. **To have and to hold**, the said Messuage, &c. herein before mentioned and intended to be hereby demised, with their Appurtenances, unto the said *H. S.* and *E. St. J.* their Executors, Administrators and Assigns, from the Day next before the Day of the Date of these Presents, for and during the full Term of 99 Years from thence next ensuing, if she the said *S. A.* shall so long live, and fully to be compleat and ended; **Yielding and paying** therefore yearly and every Year, during the Continuance of the said Term, unto the said *J. A.* the Rent of one Pepper-Corn only on *Michaelmas-Day* yearly, if the same shall be lawfully demanded; **Nevertheless** to, for and upon the Trusts, Intents and Purposes herein after mentioned, expressed and declared of and concerning the same, that is to say, **Upon this special Trust**, that they the said Trustees, the said *H. S.* and *E. St. J.* or the Survivor of them, his Executors, Administrators or Assigns, shall and do either pay to, or else permit and suffer the said *S. A.* or her Assigns (the same to be at her Election) to receive all the clear yearly Rents, Issues and Profits of the said hereby demised Messuage, &c. the same to go and be to and for the sole, separate, personal and peculiar Use, Benefit and Dispose of her the said *S. A.* and her Assigns, during her Life, and not to be paid to the said *J. A.* her Husband, or as he shall appoint, but to be paid to the proper Hands of her the said *S.* or to such Person or Persons as she (by any Note or Writing to be by her signed with her Name of her own proper Hand-Writing, notwithstanding her present Coverture, and as if she were a Feme Sole) shall from Time to Time direct or appoint, and that the same, or any Part thereof, shall not from henceforth in any wise be subject or liable to the Disposal, Intermeddling, Controul, Engagements, Debts or Incumbrances of him the said *J. A.* her Husband, and that the Receipts of her the said *S. A.* signed by her proper Hand, (notwithstanding her present Coverture) or of such Person or Persons so by her appointed to receive the same as aforesaid, shall from Time to Time, and at all Times, be good and sufficient Discharges, as well to the said Trustees, their Executors and Assigns, as also to all and every the Tenants of the said Premises who are or shall be liable to pay the same, or any Part thereof, for so much as shall be by her or them thereby acknowledged to be so received from them or any of them. **Provided always**, that from and immediately after the Death of the said *S. A.* (all Arrears of Rent at her Death having been to her or her Assigns paid off and discharged) then the said Term of 99 Years shall cease, determine and be utterly void; any Thing to the contrary thereof notwithstanding. **In Witness, &c.**

Lease from the Master, Brothers and Sisters of the Hospital of St. Katherine near the Tower.

— **Between** *W. F.* Esq; Master of the Hospital or Free Chapel of *St. Katherine* near the *Tower of London*, and the Brothers and Sisters of the said Hospital, of the one Part, and *M. P.* of, &c. of the other Part, **Witnesseth**, that the said Master, Brothers and Sisters, **As well** for and in Consideration of the Surrender of a former Lease, of the Premises here-
in after leased, bearing Date on or about the 22d Day of, &c. **As also** for and in Con-
sideration of the Sum, &c. to them the said Master, Brothers and Sisters, in Hand, &c. **As**
likewise for and in Consideration of the Advancement of the Rent and Covenants herein
after mentioned and expressed, and also for divers, &c. moving with one Assent, free Will
and Consent, **Have** leased, &c. and by these Presents for them and their Successors **Do**
lease, &c. **All, &c. To have, &c. Yielding and paying** therefore yearly, &c. to the
said Master, Brothers and Sisters, their Successors and Assigns, or to their Receiver, —
of, &c. at, &c.

Considera-
tions.
1. Surrender
of old Lease.
2. Money
paid.
3. Rent, &c.

A Lease of a House in London from two Persons, to one for 21 Years, determinable at the End of the first 10 or 14 Years.

THIS Indenture, &c. **Between** *A.* and *B.* of, &c. of the one Part, and *C.* of the other Part, **Witnesseth**, that **As well** for and in Consideration of the Sum of 50*l.* of, &c. to them the said *A.* and *B.* or one of them in Hand well and truly paid by the said *C.*

A Fine. C. at or before the Executing of these Presents, as and for a Fine for the Lease hereby made of the herein after demised Premises, the Receipt of which said 50 *l.* the said *A.* and *B.* do hereby respectively acknowledge, and thereof, &c. **As also** in Consideration that the said *C.* hath before the Executing hereof surrendered unto them a former Lease dated — and made from them the said *A.* and *B.* to the said *C.* of the said hereby leased Premises for — Years to be cancelled, **As likewise** in Consideration of the great Costs and Charges which he the said *C.* hath been at and expended in and about altering repairing and amending of the Messuage or Tenement and Premises herein after demised, **As also** in Consideration of the Rents, Covenants, Conditions and Agreements, herein after reserved and contained on the Part and Behalf of the said *C.* his Executors, Administrators and Assigns, to be paid, done and performed, **They**, the said *A.* and *B.* **Have**, and each of them **Doth** demise, granted, leased, and to Farm letten, and by these Presents **Do**, and each of them **Doth** demise, &c. unto the said *C.* his Executors, Administrators and Assigns, **All** that Brick Messuage or Tenement situate, &c. *London*, commonly called or known by the Name or Sign of the *Black Swan*, and as the same now is in the Tenure or Occupation of the said *C.* or his Assigns, **Together** with free Liberty for the said *C.* his Executors, Administrators and Assigns, to enjoy and continue the Watercourse already made from the Premises into the Street there, and to amend and cleanse the same from Time to Time during the Term hereunder granted, **And together also** with the free Use, Benefit, Way and Passage, in, by, through and from, &c. **Together with** all Outhouses, Edifices, Buildings, Sheds, Yards, Cellars, Vaults, Solars, Shops, Rooms, Chambers, Ways, Passages, Lights, Easements, Watercourses, Profits, Commodities and Appurtenances whatsoever, to the said demised Messuage or Tenement and Premises belonging or in any wise appertaining, or therewith used, occupied, and as the same now is in the Tenure or Occupation of the said *C.* his Undertenants or Assigns, **Together with** the free Use and Wear of all and singular the Goods, Furniture, Utensils, and Implements of Household and other Things belonging, to the said *A.* and *B.* and which are now standing and being in, about, or belonging to the said hereby demised Messuage or Tenement, and the Outhouses and Premises thereto belonging, and which are particularly mentioned and set forth in a Schedule or Inventory hereunder written; except and always reserved unto the said *A.* and *B.* their Executors, Administrators and Assigns, Liberty for them and such other Persons as they or either of them shall appoint, (not exceeding in Number four Persons) to stand in the Balcony belonging to the said hereby demised Messuage, and to see the Shows and Pastimes that shall be or appear in the Streets near thereunto, upon the Day commonly called Lord Mayor's Day, and on such other eminent or festival Days, whereon any Shows or Pastimes or other publick Matters shall appear or be exhibitted, and Liberty to pass and repass to and from the said Balcony for the Purpose aforesaid, by and through the said hereby demised Messuage or Tenement, from Time to Time, and at all Times during the said Term hereunder granted; **To have and to hold** the said Messuage or Tenement, Liberty, and all and singular other the Premises herein before mentioned, and intended to be hereby demised, with their and every of their Appurtenances (except as before excepted) unto the said *C.* his Executors, Administrators and Assigns, from the Feast-day of the Annunciation of the Blessed Virgin *Mary* now last past before the Date hereof, for and during and unto the full End and Term of 21 Years from thence next ensuing; nevertheless determinable at the End of the first 10 or 14 Years thereof, in such Manner as in the last Proviso herein after contained is for that Purpose mentioned and expressed, and fully to be compleat and ended. (*Add the usual Covenants as in the Precedents before.*)

Surrender of a former Lease to be cancelled. Lessor's Charges of altering and amending. Rent and Covenants. Lease. Parcels.

A Liberty of a Water-Course. The like for a Way.

Use of Goods.

Exception to see Lord Mayor's Show, &c.

In the Covenant for delivering up the Premises at the End of a Term, where the Use of Goods is let, this may be added.

— **Together** with all and singular the Goods, Utensils and Things mentioned and expressed in the Schedule or Inventory to these Presents annexed, in as good Case and Condition as the same now are (reasonable Use and Wearing thereof in the mean Time, and Casualty of Fire as aforesaid, only excepted) together also with all other Glasse and Glasse Windows, Casements, Doors, Locks and Keys, Bolts, Bars, Shelves, Wainscot Partitions and other Things, which now are or at any Time hereafter during this Demise shall be fitted, fixed, fastened or united to the said leased Premises, or any Part thereof, and not removeable by the Custom of the City of *London*, and that without doing, making or committing any Waste, spoil or Defacing in or about the same or any Part thereof.

Or this.

—**Together** with all such Wainscot Partitions, Hearths, Mantle-Pieces, Chimney-Pieces, Slabs, Sash Windows, Casements, Shutters, Doors, Keys, Bolts, as are now belonging and fixed to the Freehold of the said hereby demised Premises, and the Property of the said *A.* and that in as good Plight and Condition as the same now are (reasonable Use and Wear thereof in the mean Time only excepted).

A Lease of a Piece of Ground in London, and Houses thereon built, with special Covenants.

THIS Indenture, &c. **Between** the most noble *J.* Duke and Earl of *B.* Marquis of *T.* Lord *R.* Baron *R.* of *T.* and Baron *H.* of *S.* of the one Part, and *A. C.* of the Parish of, &c. of the other Part, **Witnesseth**, that as well for and in consideration of the great Expence and Charges, he the said *A. C.* will hereafter be at in the Repairs of the Premises herein after demised, as of the Rents, Covenants, Conditions and Agreements herein after made and contained on the Part and Behalf of the said *A. C.* his Executors, Administrators and Assigns, **All** that Piece or Parcel of Ground situate, &c. together with two Tenements thereon erected, now or late in the Tenure of, &c. abutting East on a Tenement in the Occupation of, &c. and West on a Tenement in the Occupation of, &c. and contains in Front towards the North on the said Street, 32 Feet and 6 Inches of Assize or thereabouts, and in Depth from North to South on the East Side 37 Feet of Assize or thereabouts, but on the West Side 34 Feet and 6 Inches of Assize or thereabouts, and consists of such other and more particular Dimensions and Descriptions as are most exactly delineated and described in a Plan or Ground-Plot of the Premises in the Margin hereof, together with all Rooms, Chambers, Closets, Cellars, Solars, Areas, Lights, Ways, Passages, Easements, Profits, Commodities and Appurtenances whatsoever, to the said two Tenements belonging or in any wise appertaining, **Except nevertheless**, and always reserved out of this present Grant and Demise, the free Passage and Running of Water and Soil coming off and from the other Houses and Tenements of his Grace the Duke of *B.* and his other Tenants in the said Parish of *S. G.* in, by and through the Channels and Drains belonging to the said demised Premises, as hath been formerly used, such other Tenant or Tenants upon reasonable Request paying his or their Share and Proportion of the Charges of cleansing and repairing the same as often as Need shall require; **To have and to hold** the said Piece or Parcel of Ground with the two Messuages or Tenements thereon erected, and every Parcel thereof with all and singular the Premises hereby demised, with the Appurtenances, from the Feast of, &c. which will be in the Year of our Lord——for and during, &c. **Yielding and paying** therefore yearly and every Year after the Commencement of and during the Term hereby granted, unto the said Duke or his Heirs, at or in the Steward's Office situate in *B.* House on the North Side of *B.* Square, the yearly Rent, or Sum of eleven Pounds of, &c. at, &c. (*usual Feasts*) except the last Quarter of a Year's Rent; the first Payment, &c. and the Rent which will become due for the last Quarter of a Year of the Term hereby granted, it is hereby agreed the same shall be paid at or upon the Feast of——which will be in the Year of our Lord——**And** the said *A. C.* doth, for himself, his Executors, Administrators and Assigns, covenant and promise to and with the said Duke, his Heirs and Assigns, and to and with every of them by these Presents in Manner and Form following, that is to say, that he the said *A. C.* his Executors, Administrators or Assigns shall and will, within 12 Months after the Commencement of the Term hereby granted, lay out and expend the full Sum of 135 *l.* of his or their own proper Money in the necessary Repairs of the Premises hereby demised, according to an Estimate thereof delivered to the said *A. C.* and make the same appear by Workmen's Bills under their Hands; and if the said Sum is not laid out within one Year as aforesaid, then that such a Part thereof as is not laid out shall be paid to the said Duke, his Heirs or Assigns; or if the Repairs when done according to the said Estimate shall not amount to the said Sum of 135 *l.* that then such a Part thereof as shall not be expended shall be likewise paid to the said Duke, his Heirs or Assigns. **And also** that he the said *A. C.* his, &c. shall and will, after the Commencement and during the Term hereby granted, well, &c. pay, &c. unto, &c. the said yearly Rent or Sum of 11 *l.* at the Times and Place and in Manner and Proportions herein before limited for Payment thereof. **And likewise** that he the said *A. C.* his Executors, Administrators or Assigns, shall and will at all Times after the Commencement, and during the Continuance of the Term hereby granted, bear, pay and discharge all Rates, Taxes, Duties and Assessments of what Nature or Kind soever, imposed or charged, or which shall be imposed or

Consideration.
Expences of
the Tenant in
Repairs.

Lessee cove-
nants to lay
out 135 *l.* in
Repairs.

To pay the
Rent.

charged on the said demised Premises, or any Part thereof, or upon the Landlord for the Time being, on Account thereof, or of the said Rent reserved for the same, it being the true Intent and Meaning of these Presents, and of the Parties hereto, that the said Duke, His Heirs or Assigns, shall have and receive the said yearly Rent or Sum of 11 l. free and clear of and from all Manner of Deductions or Abatements of what Kind soever. **And further also** that he the said *A. C.* his Executors, Administrators and Assigns, shall and will, at all Times after the Commencement and during the Term hereby granted, when and as often as Need shall require, well and sufficiently repair, uphold, support, maintain, amend, pave, scour, cleanse, empty and keep the said demised Premises, and all the Brick Walls and Fences of and belonging to the same, and the Pavements in the Street before all the Front of the said Premises, and all other the Walls, Posts, Pales, Rails, Grates, Privies, Sinks, Sewers, Wydraughts, Drains and Houses of Office, belonging, or which shall belong to the said demised Premises, in, by, and with all Manner of needful and necessary Reparations, Cleansing and Amendments whatsoever; **And also** shall and will, during the said Term, as often as Need shall require, bear, pay and allow a reasonable Share and Proportion for or towards the Making, Supporting, Repairing and Amending of all Party-Walls, Party-Gutters and Drains, belonging or which shall belong to the said demised Premises, or any Part thereof, in, by, and with all Manner of needful and necessary Reparations. **And** the said demised Premises, and every Part thereof, with the Appurtenances, so being in all Things well and sufficiently repaired, supported, upheld, maintained, amended, paved, scoured, cleansed, emptied and kept, together with all the Doors, Wainscot, Locks, Keys, Bolts, Bars, Staples, Hinges, Hearths, Chimney-Jambs, Mantle-pieces and Chimney-pieces, Foot-paces and Slabs, Covings, Glazed Windows, Sashed Windows, Window-Sashes, Window-Shutters, Casements, Partitions, Pumps, Pipes, Posts, Pales and Rails, which at any Time, during the last seven Years of the Term hereby granted, shall be any ways fixed or any ways fastened to, or set up in or upon the said demised Premises, or any Part thereof, or belonging to the same, shall and will at the End, Expiration, or other sooner Determination of the said Term hereby granted, peaceably and quietly surrender and yield up unto the said Duke of *B.* his Heirs or Assigns. **And moreover**, that it shall and may be lawful to and for the said Duke of *B.* his Heirs or Assigns, and to and for his and their Stewards, Surveyors and Workmen, twice in every Year, or oftner, at meet and convenient Times in the Day-time, to enter and come into and upon the hereby leased Premises, to view, search, and see the Defects and Wants of Reparations in and about the same, and of the Defects and Wants of Reparations there found, to give or leave Notice or Warning in Writing, in or at the said demised Premises for the Amendment thereof; **And** that he the said *A. C.* his Executors, Administrators or Assigns, shall and will, within three Months next after every such Notice or Warning shall be so given or let, well and sufficiently repair and amend the same; **And** in Default thereof, it shall and may be lawful to and for the said Duke, his Heirs or Assigns, to order and employ such Workmen, as he or they shall think fit to do the same Repairs; **And** that he the said *A. C.* his Executors, Administrators and Assigns, shall and will upon Demand repay unto the said Duke, his Heirs or Assigns, all and every such Sum and Sums of Money, as he or they shall have expended and paid, in, for, or about the same; **And** in case of Neglect or Refusal of such Repayment, it shall and may be lawful to and for the said Duke, his Heirs or Assigns, to recover the same by Distress on the said Premises, as in case of Rent or Arrears of Rent due, or by any other lawful Method; **And also** that he the said *A. C.* his Executors, Administrators or Assigns, shall not nor will, at any Time before or after the Commencement, and during the Term hereby granted, assign or set over this Indenture of Lease, or grant a Lease of the Premises hereby demised, or any Part thereof, without a Licence from the said Duke, his Heirs or Assigns, in Writing for that Purpose, under his or their, or some or one of their Hands first had and obtained, nor shall at any Time, during the Term hereby granted, do or wittingly or willingly suffer any Act or Thing to be done in or upon the said demised Premises, which may be or grow to the Annoyance, Grievance, Damage or Disturbance of the said Duke, his Heirs or Assigns, or of his or their other Tenants in the said Parish of *St. G.* **Provided always**, that if the said yearly Rent of 11 l. shall happen to be behind and unpaid, in Part or in all, by the Space of 14 Days next after any of the said Feasts or Days of Payment, whereon the same ought to be paid as aforesaid, or in case the Rent which will become due for the last Quarter of a Year of the Term hereby granted, be not paid at or upon the Feast of the Annunciation of the Blessed Virgin *Mary*, which will be in the Year of our Lord 1761, or on Non-performance of all or any of the Covenants, Conditions and Agreements, which on the Part and Behalf of the said *A. C.* his Executions, Administrators or Assigns, are or ought to be done and performed; **Or** in case the said *A. C.* his Executors, Administrators or Assigns, shall permit or suffer any Person or Persons to inhabit or dwell in or upon the said demised Premises, or any Part thereof, who shall therein use or follow the Trades of a Butcher, Poulterer, Fishmonger

And repair
and keep in
Repair.

And pay Part
towards re-
pairing Party-
Walls, &c.

And in good
Repair shall
deliver up at
the End of the
Term.

View.

Notice of
Amendment.
On Tenant's
Default, Let-
for may re-
pair, then the
Tenant must
pay him.

The Tenant
not to assign
his Lease, &c.
without Li-
cence.

Proviso in
case of Rent
behind;

or suffering
several
Trades;

monger or Farrier, without a Licence from the said Duke, his Heirs or Assigns, for that Purpose first had and obtained; that then and from thenceforth, in all, any or either of the Cases aforesaid, it shall and may be lawful to and for the said Duke his Heirs or Assigns, into and upon the said demised Premises, and every Part thereof, in the Name of the whole to re-enter, and the same to have again, repossess and enjoy, as if this Lease had never been made; any Thing herein before contained to the contrary thereof in any wise notwithstanding. **And** the said Duke of B. doth hereby for himself, &c. covenant, &c. that he the said A. C. his Executors, Administrators and Assigns, by and under the due Payment of the said yearly Rent and Performance of the Covenants, Conditions and Agreements herein before contained, and on the Part and Behalf of the said A. C. his Executors, Administrators and Assigns, to be paid, done and performed, shall and may peaceably and quietly have, hold, use, occupy, possess and enjoy the said Piece of Ground, two Messuages or Tenements, and all and singular the Premises hereby demised, with the Appurtenances, except before excepted, for and during all the said Term of 21 Years hereby granted, without the Lett, &c. **In Witness, &c.**

Peaceable Enjoyment.

A Lease made by two Infants and their Guardian, pursuant to a Decree in Chancery, of Messuages, &c. built by the Lessee's Husband, for 61 Years.

THIS Indenture, &c. Between M. D. of, &c. Widow and Relict of J. D. late of, Parties. &c. Esq; deceased, and J. D. and E. D. Infants, Son and Daughter of the said M. D. Recitals, viz. by the said J. D. deceased of the one Part, and J. B. of, &c. Widow and Executrix of the last Will and Testament of J. B. her late Husband, late of — Gent. deceased, of the other Part. **Whereas** the said M. D. is Guardian of the said Infants J. D. and E. D. **And** **whereas** the said Infants J. D. and E. D. are seised in Fee-simple to them and their Heirs as Tenants in Common, of the Messuages and Tenements, with the Appurtenances herein after mentioned: **And whereas** the two Messuages and Tenements herein after mentioned, have been erected and built at the proper Costs and Charges of the said J. B. in his Life-time: **And whereas** by Virtue of a Decretal Order, made in the Court of Chancery the, &c. in a Cause wherein the said J. B. was Plaintiff, and the said M. D. J. D. (Party to these Presents) and E. D. are Defendants, it was (among other Things) ordered and decreed, that one of the Masters of the said high Court of Chancery should examine, whether it would not be for the Benefit of the Infants, that the said two Messuages (among other Things) should be leased out for the Term of 61 Years, in Manner hereinafter mentioned; **Which** said Master having by his Report, bearing Date, &c. (among other Things) certified, that it would be for the Benefit of the said Infants, that the said Messuages (among other Things) should be leased out as aforesaid, **Thereupon** by another Decretal Order made in the same Cause, bearing Date, &c. it was ordered and decreed, that the said Lease should be made, and that it should be referred to the Master to see the same done, according to the Direction of the same Order, and that the said Infants should be made Parties thereunto, and should confirm the same when they should come of Age, and that the same M. D. for what she shall do in Pursuance thereof should be indemnified, as by the said Decretal Orders, Report and other Proceedings in the said Cause, Relation being thereunto had, more fully may appear: **Now this Indenture witnesseth**, that in Pursuance of and in Obedience to the said recited Decretal Order, and in Consideration of the yearly Rent, Covenants, Conditions and Agreements herein after reserved, mentioned and contained on the Part and Behalf of the said J. B. her Executors, Administrators and Assigns, to be paid, done and performed unto the said J. D. (Party, &c.) and E. D. they the said M. D. J. D. (Party &c.) and E. D. **Have**, and each of them **Doth** leased, set, and to Farm letten, and by, &c. **Do**, and each of them **Doth** lease, &c. unto the said J. B. **All, &c. To have and to hold** the said two Messuages, &c. unto the said J. B. her Executors, Administrators and Assigns, from the Feast-Day of — now last past, for and during, and unto the full End and Term of 61 Years from thence next ensuing, and fully to be compleat and ended; **Yielding and paying** therefore yearly and every Year, unto the said J. D. (Party, &c.) and E. D. their Heirs and Assigns, the yearly Rent or Sum of 4 l. of, &c. at the four most usual Feasts or Days of Payment in the Year, viz. (Usual Covenants) **In Witness, &c.**

That Premises have been built by Lessee's Husband. The Decree in Chancery.

The Master's Report thereon. Order on Master's Report.

Deed begins. Consideration.

Parcels. Habendum.

Reddendum.

In Pursuance of a Proviso in a Deed.

THIS Indenture, &c. Between the Right Honourable R. Lady R. one of the Daughters and Coheirs of the Right Honourable T. late Earl of S. deceased, and Relict of the Right Honourable W. late Lord R. deceased, of the one Part, and E. M. of, &c. of the other Part, **Witnesseth**, that in Pursuance of a certain Proviso contained in one Indenture *Sextipartite* of Release, bearing Date the 21st Day of May in the seventh Year of his

Considerations.

his late Majesty King *William* the Third, *Annoq; Domini* 1695, And by Virtue of the Powers to the said *R. Lady R.* therein reserved and contained, and of all and every the Power and Powers enabling her thereunto; And for and in Consideration of the Sum of 27 *l.* of, &c. to her the said *R. Lady R.* in Hand paid by the said *E. M.* at, &c. the Receipt, &c. And also for and in Consideration of the Rents and Covenants herein after reserved and contained on the Tenant or Lessee's Part and Behalf to be paid, done and performed, and for divers, &c. She the said *R. Lady R.* hath leased, set, and to Farm letten, and by, &c. Doth, &c. unto, &c. All, &c. To hold, &c. Yielding and paying therefore yearly and every Year, during the said Term, unto the said *R. Lady R.* her Heirs and Assigns, or such other Person or Persons, as shall be intituled to the immediate Reversion or Remainder of the said Premises, after the Decease of the said *R. Lady R.* the yearly Rent or Sum of, &c.

From a Tenant for Life, pursuant to a Power reserved in his Marriage-Settlement for 21 Years, to commence at his Death; and for a Term of 500 Years of several Lands comprised in the Settlement, for securing several Sums of Money as a Portion given with his Daughter in Marriage, subject to Redemption.

THIS Indenture made, &c. Between *R. S.* of, &c. of the one Part, and *F. S.* of, &c. of the other Part. Whereas by Indenture Tripartite of Settlement, bearing Date, &c. and made between *E. S.* Esq; deceased, late Father of the said *R. S.* and the said *R. S.* Party to these Presents, of the first Part, *Sir H. B.* of, &c. *Sir J. S.* and *R. S.* of *W.* &c. Esq; of the second Part, and *T. E.* since deceased, and *M. A. E.* now the Wife of the said *R. S.* Party to these Presents, of the third Part, in Consideration of a Marriage then shortly after to be had and solemnized between the said *R. S.* Party, &c. and *M. A.* his Wife, and for other Considerations therein mentioned, divers Uses, Estates and Interests were limited and declared of and in the Manors, &c. (amongst other Lands and Hereditaments in the said Indenture mentioned, in which said Indenture there is contained, among other Things, a Proviso or Power in Words, or to the Effect following); viz. **Provided, &c.** (*Proviso or Power to make this Deed*) as in and by the said Indenture of Settlement more at large may appear: And whereas the said *R. S.* hath living both Issue Male and Female by the said *M. A.* his Wife: And whereas the herein after mentioned Manor of *B. C.* with the Appurtenances, and all other the Manors, Messuages, &c. of him the said *R. S.* in *B. C.* &c. hereinafter also mentioned, are Part of the Premises, which by the said Indenture of Settlement are limited to the Issue Male of the said *R. S.* and *M. A.* his Wife, which after the Estate for Life of the said *R. S.* of and in the same, will by Virtue of the said Settlement descend and come unto such Issue Male; all other the Estates created by the said Settlement, (which are prior to or expectant on the estate for Life of the said *R. S.* of and in the same) being determined: And whereas the said *R. S.* hath agreed to marry *F.* his Daughter, to *S. S.* of, &c. Esq; and is to give with her for her Portion the Sum of 5000 *l.* which he hath taken up and borrowed of the said *E. S.* And whereas for securing the said Sum of 5000 *l.* so borrowed as aforesaid, he the said *R. S.* in and by his Bond or Writing obligatory, bearing equal Date herewith, is become bound unto the said *E. S.* his Heirs, &c. in the Penal Sum of 10000 *l.* conditioned for the Payment of 5250 *l.* in Manner following; that is to say, 125 *l.* Part thereof, &c. And whereas for the better securing the said Sum of 5250 *l.* he the said *R. S.* hath agreed, that 2000 *l.* Part thereof, shall be charged on the Premises, herein after mentioned, by Virtue of the Power herein before expressed, and 3000 *l.* Residue of the said Sum of 5000 *l.* on other Lands, Tenements and Hereditaments herein after mentioned, and herein after intended to be charged with the Payment thereof: Now this Indenture Witnesseth, that for the better securing the Payment of 2000 *l.* Part of the said Sum of 5000 *l.* so borrowed upon the Bond of the said *E. S.* as aforesaid, and for raising the same, in case it shall not be repaid in the Life-time of the *R. S.* he the said *R. S.* as well by Virtue of the said Power contained in the said recited Indenture of Settlement, and of all and every, or any other Power or Powers or Authorities whatsoever, to him the said *R. S.* in this Behalf belonging, or in any wife appertaining, hath demised, granted, bargained, sold, leased, set, and to Farm letten, and by these Presents Doth demise, &c. unto the said *E. S.* his Executors, and Administrators, all that the Manor of *B. C.* &c. (*within the Power*) and all that Estate, &c. To have and to hold, the said Manors, Messuages, &c. and all and singular other the Premises hereby granted and leased, or mentioned, &c. unto the said *E. S.* his Executors, Administrators and Assigns, from and immediately after the Decease of the said *R. S.* for and during, and unto the full End and Term of 21 Years from thence next ensuing, and fully to be compleat and ended, without Impeachment of Waste: And this Indenture further witnesseth, that for the further and better securing the

the Payment of the said Sum of 5000 l. so borrowed upon the said recited Bond as aforesaid, he the said R. S. **Doth** demise, &c. and by these Presents **Doth** demise, &c. unto the said E. S. his Executors, and Administrators, all that, &c. **To have and to hold** the said Manors, &c. Lands, Tenements, Hereditaments, and all, &c. unto the said E. S. his Executors, Administrators and Assigns, from the Date of these Presents, for and during, and unto the full End and Term of 500 Years from thence next ensuing, and fully to be compleat and ended, without Impeachment of Waste; **Yielding and paying** therefore yearly and every Year, during the said Term hereby granted, the Rent of one Pepper Corn, on the Feast-Day of — if the same shall be lawfully demanded; *Subject nevertheless* unto and under the Proviso, Covenant, Condition or agreement therein after mentioned; **Provided**, &c. (*A Proviso to re-convey the Premises on Payment of the Mortgage-Money*) **And**, &c. (*Covenant for R. S. to pay the Money, that he has good Right to grant, and that if no Default be made in Payment of the said Sums, the Lessees shall peaceably enjoy free from Incumbrances, and that the Lessor, &c. will make further Assurance. See Tit. Covenants.*) **In Witness**, &c.

A Lease for Years determinable on three Lives, according to a Power reserved for making Leases, in a Settlement drawn by Mr. Serjeant H. and adjudged good both in Chancery and at Common Law.

T H I S Indenture made, &c. Between Sir W. C. of, &c. Knt. of the one Part, and W. B. of — aforesaid, Esq; of the other Part **Witnesseth**, that the said Sir W. C. for and in Consideration of the Rents hereafter in and by these Presents mentioned and expressed to be reserved, and for divers other good Causes and Consideration him thereunto moving, **According** to the Power to him given in and by one Indenture *Quinquartite*, made or mentioned to be made between the Right Honourable W. Earl of C. Viscount C. of U. Baron of H. M. and one of the Lords of his Majesty's Privy Council, of the first Part, the said Sir W. C. of the second Part, G. C. of, &c. Esq; and M. C. (eldest Daughter of the said G. C.) of the third Part, Sir R. M. of, &c. Knt. of the Honourable Order of the Bath, R. C. of, &c. Esq; Sir J. B. of, &c. Knt. and G. W. of, &c. Esq; of the fourth Part, and Sir A. C. of, &c. Knt. H. W. of, &c. Esq; and Sir J. H. of, &c. Bart. of the fifth Part, bearing Date on or about the 27th Day of *March* in the Year of our Lord — **And** by virtue thereof, and of all and every other Power and Powers and Authority, which to him the said Sir W. C. doth or may in any wise appertain, being actually seised and possessed of the Capital Messuage or Manor-House, (*other Messuages, Lands, &c.*) herein after mentioned, he the said Sir W. C. (by this present Indenture, under his Hand and Seal, testified by three credible Witnesses) **Doth** demise, lease and grant, and by these presents **Doth** demise, &c. unto the said W. B. **All** that Capital Messuage, &c. **All** which said demised Messuages, &c. are situate, lying, &c. and are in the aforesaid recited Indenture *Quinquartite* particularly described, or are reputed to be Parcel of the said Manor of W. **And** all those Closes, &c. in the said Indenture *Quinquartite*, limited unto the said G. H. Sir J. H. Sir R. A. and R. G. for the Term of 99 Years, upon Trust for the Maintenance of the said M. C. **To have and to hold** the said Messuages, &c. with their and every of their Appurtenances, and every Part and Parcel thereof, unto the said W. B. his Executors, Administrators and Assigns, from the making of this present Lease, unto the full End and Term of 200 Years, from thenceforth to be compleat and ended, if Dame M. C. (Wife of the said Sir W. C.) or G. E. (Son of T. E. of,) or T. W. (Son of the Right Honourable Sir N. W. Lord Keeper of the Great Seal of, &c.) or any of them, shall so long live; **Yielding** and **paying** therefore yearly and every Year, during the said Term, unto the said Sir W. C. and to such Person or Persons to whom the immediate Remainder or Reversion of the same Premises, according to the Uses and Estates limited of the same, by the before mentioned Indenture *Quinquartite*, shall for the Time being belong or appertain, the yearly Rent or Sum of 700 l. of, &c. the said yearly Rent to be paid at the two most usual Feasts, &c. (*With all usual Covenants, &c.*)

Habendum, for 200 Years, if three Lives so long live.

Reddendum.

A Lease for 99 Years of a Jointure Estate, in Trust for the Jointress, if she so long lives.

T H I S Indenture, &c. Between A. and B. his Wife, of the one Part, and C. and D. of the other Part. **Whereas** the said B. before her Intermarriage with the said A. being seised of the Messuage, &c. herein after mentioned, for the Term of her natural Life for her Jointure, by virtue of a Settlement heretofore made thereof to her by E. late of, &c. her former Husband, deceased, it was, previous to the Marriage lately had between them the said A. and B. his Wife, agreed by and between them, that the Rents and Profits

of the said Messuage, &c. should notwithstanding the then intended Coverture, be disposed of by her the said B. to and for such Uses, Intents and Purposes, as she, by any Writing to be by her sealed and delivered in the Presence of three or more Witnesses, should direct or appoint, and that the said A. should not intermeddle therewith, nor should the same be subject to his Controul, Debts or Incumbrance: **Now this Indenture witnesseth**, that in Performance of the said Agreement, and in Consideration of the said Marriage had, and of a considerable Portion which he the said A. hath had and received with her the said B. and to the Intent aforesaid, and also in Consideration of 5 s. &c. and for divers other good Causes and valuable Considerations them thereunto especially moving, **They** the said A. and B. have demised, bargained and sold, and by, &c. unto the said C. D. **All** that Messuage, &c. and the Reversion, &c. (*The same Parcels as in the first Husband's Settlement*) **To hold**, &c. unto the said C. D. their Executors, Administrators and Assigns, from the Day next before the Day of the Date of these Presents, for and during the Time and Term and unto the full End and Term of 99 Years, from thence next ensuing, and fully to be compleat and ended, if she the said B. Wife of the said A. shall so long live; **Nevertheless** upon the Trusts, and to and for the Intents and Purposes herein after mentioned and expressed, *viz.* **Upon this special Trust**, that they the said C. and D. and the Survivor of them, his Executors, Administrators and Assigns, shall and do at all Times from henceforth, during the Continuance of the said Term, well and Truly pay and dispose of all the clear yearly Rents, Issues and Profits of the said hereby demised Premises, unto the separate Hands of her the said B. the Wife of the said A. or to such Person or Persons, &c. (*as usual*).

Lease of a Mill, with a Collateral Security for Payment of the Rent from the Tenant to the Landlord.

— **Witnesseth**, That the said J. R. (in Consideration of the Rent and Covenants herein after reserved and contained, to be paid and performed by the said J. T.) **Doth**, and by these Presents **Doth** lease, set and to Farm let unto the said J. T. **All** that Water-Mill, with its Appurtenances, situate, &c. **To have and to hold** the said Water-Mill and premises, with its Appurtenances, unto the said J. T. &c. from &c. for and during the full Term of one Year and three Quarters of a Year from thence next ensuing; **Pledging and paying** therefore unto the said J. R. his, &c. for the first Year of the said Term, the Rent or Sum of 40 l. of &c. on the four usual Quarter-Days following, *viz.* On *Christmas-day*, *Lady-day*, *Midsummer-day*, and *Michaelmas-day*, by four equal Proportions; the first of which Quarterly Payments to be made on *Christmas-day* now next ensuing; **And pledging and paying** for the last last three Quarters of a Year of the said Term unto the said J. R. his Executors or Assigns, the Rent or Sum of 30 l. of like Money on the three Quarter-Days following, to wit, on *Christmas day*, *Lady-day* and *Midsummer-day*, by three equal Proportions; the first of which last quarterly Payments to be made on *Christmas-day* 17—: **And** the said J. T. for himself, his Executors and Administrators, doth hereby covenant and agree to and with the said J. R. his Executors and Administrators, in Manner-as follows, *viz.* That he the said J. T. his Executors, Administrators or Assigns, shall and will well and truly pay or cause to be paid unto the said J. R. his Executors or Assigns, the said several Rents of 40 l. and 30 l. on the said several Quarter-Days herein before mentioned and appointed for Payment of the same, according to the several Reservations thereof as aforesaid, and the true Intent of these Presents; **And also**, that he the said J. T. his Executors, Administrators or Assigns, on the Expiration or other sooner Determination of the Lease hereby made, shall and will peaceably and quietly leave, surrender and deliver up unto the said J. R. his Executors and Assigns, the said hereby leased Water-Mill, and other the Premises, with their Appurtenances, in good and sufficiently tenantable Repair: **And whereas** the said J. B. in Right of E. his now Wife, is intitled during the joint Lives of him and his said Wife, to the Interest of the Principal Sum of 1000 l. at the Rate of 5 l. per Cent. per Ann. which now stands secured to G. S. of, &c. (a Trustee for the said E. T. by virtue of a certain Mortgage long since made from J. W. Doctor in Physick, and E. his Wife, (both since deceased) of a Messuage or Tenement, and several Lands and Hereditaments, situate, &c. **And whereas**, previous to the making of the above mentioned Lease of the said Water-Mill and Premises to the said J. T. and for better securing Payment unto the said J. R. of the several above reserved Rents, **He** the said J. B. (being now justly indebted to the said J. T. in a considerable Sum of Money, **Doth**, at his Request, agreed to assign unto the said J. R. the Interest of the said Sum of 1000 l. payable to the said J. B. during the joint Lives of him and the said E. his Wife as aforesaid, together with all Arrears hereof, in such Manner and subject as herein after is mentioned: **Now this Indenture further witnesseth**, that the said J. B. (in Pursuance of his said recited Agreement, and in Consideration

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tion of the Sum of 5 s. to him paid by the said J. R. the Receipt whereof is by him hereby acknowledged) **Hath**, and by these Presents he the said J. B. (at the special Instance and Request, and for and on the proper Account of the said J. T. testified by his Executing of these Presents) **Doth** bargain, sell, and assign, transfer and set over unto the said J. R. Assignment. the Interest of the said Principal Sum of 100 l. so payable to the said J. B. during the joint Premises. Lives of him and the said E. his Wife as aforesaid, together with all Arrears now due for the same, and all the Right, Title, Benefit and Advantage, Property Claim and Demand, whatsoever or howsoever of him the said J. B. of, in and to the said hereby assigned Monies and Premises; **To have, hold**, receive, take and enjoy the said hereby assigned Habendum. Messuages and Premises, to the said J. T. his Executors, Administrators and Assigns from henceforth, during the joint Lives of the said J. T. and E. his Wife as and for his and their own proper Monies; subject nevertheless to the Proviso herein after contained for making void the Assignment hereby made of the said Monies and Premises; **And** for the better Letter of At- and effectual enabling the said J. R. and his Assigns to recover the said hereby assigned Mo- torney. nies and Premises, to and for his and their own Use and Benefit, subject nevertheless to the said Proviso herein after contained, he the said J. T. hath, and by these Presents doth nominate, constitute and appoint, and in his Place and Stead depute and put the said J. R. his Executors and Assigns, the true and lawful Attorney and Attornies irrevocable, in the Name of him the said J. T. or otherwise, to ask, demand, sue for, recover and receive of and from the said G. S. and all other the Trustees of her the said E. and J. T. all Interest of the said Principal Sum of 1000 l. so secured and payable to her as aforesaid, together with all Arrears thereof, and upon Receipt of the same, or any Part thereof, to give proper and sufficient Acquittances and Discharges for the same, and generally to do all and every such other Acts and Things needful and requisite, as well for the Recovery and Receiving of the said hereby assigned Monies and Premises, as also for giving any Acquittance or Discharge for the same, and that as fully, effectually and absolutely, to all Intents and Purposes whatsoever, as he the said J. T. could or might do if personally present; **And** he doth hereby allow, ratify and confirm all and every such legal Acts and Things, as he the said J. R. his Executors or Assigns, should do or cause to be done by virtue of the Power hereby given; **Subject never- theless** to the Proviso herein after contained, viz. **Provided always**, and it is hereby agreed Subject, &c. and declared by and between all the Parties to these Presents, that the Assignment hereby Proviso to made void the collateral Security. made to the said J. R. his Executors and Assigns, of the Monies and Premises, was and is to him and them so made, to the End and Intent only for better securing Payment to him and them of the above reserved Rents of 40 l. and 30 l. and that if the said J. T. his Executors, Administrators or Assigns, shall and do well and truly pay or cause to be paid unto the said J. R. his Executors or Assigns, the said several Rents or Sums of 40 l. or 30 l. on the several Quarter-Days abovementioned for Payment of the same according to the Reservation thereof as aforesaid, or within — Days next after each of the said Quarter-Days, that then as well the Assignment hereby made of the said Monies and Premises, as also the Letter of Attorney hereby given for Recovery thereof, shall be absolutely void and of none Effect; any Thing herein contained to the contrary thereof in any wise notwithstanding. **And** the said J. T. for himself, his Executors and Administrators doth hereby covenant and agree to and with the said J. R. his Executors and Assigns, in manner as follows, That he the said J. T. during the Continuance of the Security hereby made, shall nor, nor will re- voke, release or discharge the Power and Authority hereby given to the said J. R. his Ex- Covenant not to revoke the Power as to assigned Pre- mises. ecutors and Assigns, for receiving of the said hereby assigned Monies and Premises; **And** that in Case the said J. T. shall make Default in Payment of the said several Rents of 40 l. and 30 l. or any Part thereof, by the Space of — Days next after any of the said Quarter Days whereon the same ought to be paid as aforesaid, then and in such Case it shall and may be lawful to and for the said J. R. his Executors and Assigns, to deduct and retain the same out of the said hereby assigned Monies and Premises, rendering the Overplus to the said J. T. his Executors and Assigns: **And lastly**, in Case Default shall be made in Payment Default in Payment. of the said several Rents, or any Part thereof, in Manner as aforesaid, that then and in such Case he the said J. T. shall at any Time then after during the Continuance of the Security hereby made, at the Request of the said J. R. his Executors or Assigns, make do and execute any further Act, Deed or Thing, as well for the Corroborating and Strengthening of these Presents, as also for the further and better Assigning of the said hereby assigned Monies and Premises unto the said J. R. his Executors and Assigns, as by his or their Counsel shall be reasonably advised or required. **In Witness, &c.**

Lease of Lead Mines.

THIS Indenture, &c. Between T. P. of B. in the County of Cornwall, Esq; of the one Part, and R. P. of, &c. J. J. of, &c. C. J. of, &c. and H. H. of, &c. of the other Part,

Part, **Witnesseth**, that for and in Consideration of the Rents, Reservations, Covenants and Agreements herein after expressed and contained, on the Part of the **Lessees** to be paid, rendered, done and performed, **He** the said **T. P.** hath granted, demised, set and to Farm letten, and by, &c. unto the said **R. P. & al^s**, their Executors, &c. **All** and all Manner of Mines, Pits and Veins of Lead, Tin Ore, Copper Ore, or other Metal or Metals, now open and known, or that may be found out by digging, delving, sinking or otherwise howsoever, lying and being in the Lands of the said **T. P.** called or known by the Name of **B. Park**, or by whatsoever other Name or Names the same is or was called or known within the Parish of **B.** in the County of **Cornwall**, with full and free Liberty and Licence to and for the said (**Lessees**), their Executors, &c. from Time to Time, and at all Times during the Term herein after mentioned, to work and carry on the same to the best and most Advantage, and to dig, delve, search, sink, trench and mine, in and upon the said Lands called **B. Park**, within the said Parish of **B.** and every or any Part or Parcel thereof, at their Wills and Pleasures, for the searching out, having and taking up of Lead, Tin Ore, Copper Ore, or any other Metal or Metals as shall be there found, and to follow the same according to the Law and Customs of the Stannaries, as fully in every respect as he the said **T. P.** lawfully might or could do, if these Presents had never been made, and the same so trenched, digged and found, to take and carry away from Time to Time, and at all Times during the Term by these Presents demised, or mentioned or intended so to be, and sufficient Ground leave for the Laying of all such Lead Ore, Copper Ore, or any other Ore, Metal or Metals, as shall or may be there had or wrought; and also all Ways, Paths, Passages, Waters, Water-courses, Drains, Cuts, Commodities, Emoluments, Privileges and Appurtenances whatsoever thereunto belonging, or therewith used and enjoyed; and also all the Estate, Right, Title and Interest of him the said **T. P.** of, in and to the said Mines and Premises; **To have, hold, use, occupy and enjoy** the said Mines, Pits and Veins of Lead, Tin Ore, Copper Ore, or other Metal or Metals, with free Liberty of digging, trenching, searching and carrying away the same, with all and singular other the Premises, hereby granted, set or demised, or meant or intended so to be, with their and every of their Rights, Members and Appurtenances, to the said (**four Lessees**), their Executors, Administrators and Assigns, from henceforth, for and during and unto the full End and Term of **75 Years**, from hence next ensuing and fully to be compleat and ended; **Yielding**, rendering, paying and delivering therefore from Time to Time during the said Term, every sixth Dish, or one full sixth Part of all the Oar of Lead, Tin, Copper, or other Metal, which during the said Term shall be got, had, gained or taken from out of the said Mines. (**2. the Time of Payment**). **Provided always**, and it is hereby declared and agreed by and between the said Parties to these Presents, and it is the true Intent and Meaning hereof, that if the said (**four Lessees**), or their Executors, Administrators or Assigns, shall at any Time or Times during the said Term refuse, omit or neglect to carry on and work the said Mines, with such a competent Number of Workmen as shall be thought proper to work and carry on the same, and in the best and most effectual Manner, and according to the usual Practice and Course of carrying on such mines with Effect, for the space of 30 Days together, or for the space of 30 Days in any four Kalendar Months of any one Year of the said Term, (Cases of inevitable Necessity and unavoidable Accidents only excepted); **Or** if the said (**four Lessees**), their Executors, Administrators or Assigns, or any of them, at any Time or Times during the said Term, do not nor shall deliver or cause to be delivered to the said **T. P.** his Heirs or Assigns, every sixth Dish or the sixth Part of all the said Ore reserved to the said **T. P.** this Heir and Assigns, as aforesaid, according to the true Intent and Meaning of these Presents, within the Space of 20 Days next after the same ought to be rendered or delivered as aforesaid; that then and in either of the said Cases, and so often it shall and may be lawful to and for the said **T. P.** his Heirs or Assigns, into and upon the said Mines and Premises, or any Part thereof, in the Name of the Whole to re-enter and thereout and therefrom to expel and amove the said (**Lessees**), their Executors, Administrators and Assigns, and every of them, their and every of their Agents, Workmen and Servants, and to have and enjoy the same again as in his and their former Estate, as fully as if these Presents had not been made; and that from thenceforth the Term, Estate and Interest hereby granted or set, or so much thereof, as shall be then to come, shall cease, determine, and be absolutely void to all intents and Purposes whatsoever, these Presents, or any Thing herein contained to the contrary thereof, in any wise notwithstanding: **And** the said (**four Lessees**) for themselves jointly and severally, and for their several and respective Heirs, Executors, Administrators and Assigns, and every of them, covenant, grant and agree, to and with the said **T. P.** his Heirs and Assigns, in Manner as follows, *viz.* That they the said (**Lessees**), or some of them, their or some of their Executors, Administrators or Assigns, or some of them, shall and will, from Time to Time during the said Term, well and truly yield, render, pay and deliver, or cause to be yielded, rendered, paid and delivered unto the

Habendum.

Reddendum the sixth Dish.

Proviso in case the Work is not carried on,

or the sixth Dish delivered,

to re-enter, &c.

Covenant to deliver the Dishes,

the said *T. P.* his Heirs or Assigns, the sixth Dish, or one full sixth Part of all the said Ore reserved to the said *T. P.* his Heirs and Assigns as aforesaid, according to the said Reservation, and according to the true Intent and Meaning of these Presents: **And further**, that they or some of them, their or some of their Executors, Administrators or Assigns, shall and will, from henceforth during the said Term, and at all Times, work and carry on, or cause or procure to be worked and carried on, with such a competent Number of Workmen as shall be thought proper for that Purpose, the said Mines hereby demised and let, in an effectual Manner, and according to the usual Course and Practice of carrying on such Mines with Effect, and according to the true Intent and Meaning of these Presents: **And it is hereby agreed and declared** by and between all the said Parties, and the true Intent and Meaning of them and of these Presents is, that if at any Time hereafter during the said Term, the said *T. P.* his Heirs or Assigns, or any of them, shall be minded and desirous to become an Adventurer in the said Work for one full sixteenth Part thereof, over and above the said sixth Dish or sixth Part thereof, and of such his Mind and Desire shall give or leave three Months Notice in Writing to and for the said (*Lessees*), or any of them, their or any of their Executors, Administrators or Assigns, or to any Person or Persons who shall be employed as Clerk or Clerks, Overseer or Overseers of the said Work for the Time being, or any of them, that then, from and immediately after the Expiration of such three Months, the said *T. P.* his Heirs or Assigns, shall be and become, and shall be admitted an Adventurer and Partner in the said Mines for one full sixteenth Part thereof for the then Residue of the said Term, and shall come in on a clear Floor; and shall have, receive and enjoy one full sixteenth Part of all the Profits and Advantages thereof from thenceforth; he the said *T. P.* his Heirs or Assigns, from thenceforth paying one full sixteenth Part of all Charges and Expences of working and carrying on the said Mines; in the like Manner the other Adventurers and Partners therein shall pay their Proportions of the same Charges and Expences, as usual in such Cases: **And** the said *T. P.* for himself, his Heirs and Assigns, doth covenant, grant and agree, to and with the said (*Lessees*), their Executors, Administrators and Assigns, that he and they paying, rendering, doing and performing all the Rent, Reservations, Covenants and Agreements herein contained, on their Parts and Behalf to be paid, rendered, done and performed, according to the true Intent and Meaning of these Presents, he and they shall and may, for and during all the said Term of 15 Years, peaceably and quietly have, hold, use, occupy, work, carry on and enjoy the said Mines, Pits and Veins of Lead, Tin Ore, Copper Ore, or other Metal or Metals, and all and singular other the Premises hereby demised or set, or meant or intended so to be, with their Appurtenances, without any Let, Suit, Trouble, Interruption, Molestation, Claim or Demand whatsoever, of or by the said *T. P.* his Heirs or Assigns or any of them, or any other Person or Persons lawfully claiming or to claim by, from, or under him, them or any of them. **In Witness**, &c.

A Lease of a Copyhold Messuage and Lands given to a Charity from Churchwardens, to a Tenant, &c. with Reservation of Timber, &c.

THIS Indenture made, &c. **Between** *T. B.* and *S. G.* (Churchwardens of that Part of the Parish of *St. Giles, Cripplegate*, which is in the City of *London*) of the one Part, and *G. G.* of the Parish of *D.* in the County of *Essex* Innholder of the other Part, **Witnesseth**, that as well for and in Consideration of the Costs and Charges which he the said *G. G.* will expend and lay out in repairing and amending the herein after demised Messuage or Tenement, as also for and in Consideration of the yearly Rent and Covenants herein after reserved and contained on the Part of the said *G. G.* his Executors, Administrators and Assigns, to be paid, done and performed, **They** the said *T. B.* and *S. G.* for themselves and their Successors, Churchwardens of the said Parish of *St. G. C.* in the City of *London*, **Have** demised, leased, and to Farm letten, and by, &c. **Do**, and each of them **Doth**, &c. unto the said *G. G.* his, &c. **All** that Copyhold or Customary Messuage or Tenement lately called or known by the Name or Sign of the *George*, together, &c. **All** which said Messuage or Tenement, Lands and Premises hereby demised, are situate, lying and being in *D.* aforesaid, and as the same now are in the Occupation of him the said *G. G.* or his Undertenants or Assigns, together with all Ways, &c. **Except** and always reserved out of this present Demise unto the said *T. B.* and *S. G.* the said present and all other succeeding Churchwardens of that Part of the said Parish of *St. G. C.* which is in the City of *L.* **All** Timber and other Trees, which now, or at any Time during this Demise, shall be standing, growing or being in or upon the said hereby leased Premises, or any Part thereof, with full and free Liberty of Ingrefs, Egrefs and Regrefs at all seasonable Times for them the said present Churchwardens and their Successors for the Time being, with their Workmen, Horses, Carts or otherwise, to enter upon the said Premises, and to fell, cut down, grub up, take

and carry away the same, and also the like Liberty for them to enter upon and view the Defects and Wants of Reparations of the said Premises twice or oftner in every Year during this Demise, and then to give Notice for the Repairs and Amendments thereof; **To have and to hold** the said Messuage or Tenement, Lands, and all and singular other the herein before-mentioned and intended to be hereby demised Premises, with their and every of their Appurtenances (except as herein before excepted) unto the said G. G. his Executors, Administrators and Assigns, from, &c. for and during and unto the full End and Term of the whole Year, and so from Year to Year until the full Term of 14 Years shall be fully completed and ended therein, commencing from *Lady-Day* now last past; if they the said Churchwardens can legally demise the said Copyhold Premises in such Manner and for such Term and Terms by the Custom of the Manor, or whereof the same Premises are holden, without forfeiting the same into the Hands of the Lord of the said Manor, and without incurring some Penalty or Forfeiture thereby; **Pledging and paying** therefore yearly and every Year, during the Continuance of this Demise, unto the said Churchwardens and their Successors for the Time being; **In Trust Nevertheless** for the Use and Benefit of the Poor of the Freedom Part of the same Parish as shall be legally intitled thereunto, **The** yearly Rent or Sum of 10*l.* of, &c. at two of the usual half-yearly Feasts, &c. and the said G. G. &c. (*Covenant to pay the Rent.*)

A Lease from the Minister, Churchwardens, &c. of a Parish for 99 Years, wherein a Fine is paid.

— **Between** R. A. Clerk, Rector of the Parish Church of St. A. U. London, J. C. Citizen and Blacksmith of London, and J. H. of London Merchant, Churchwardens of the said Parish, of the one Part, and G. E. of, &c. of the other Part, **Witnesseth**, that the said R. A. J. C. and J. H. (by order of Vestry held in the Parish Church of St. A. U. afore-said, the 11th Day of *March* Instant, made by most of the principal Inhabitants of the said Parish) as well for and in Consideration of the Sum of, &c. to them or one of them in Hand paid at, &c. by the said G. E. well and Truly paid to and for the Use and Benefit of the Poor belonging to the said Parish, the Receipt whereof the said R. A. J. C. and J. H. do hereby acknowledge, and thereof, &c. as also for and in Consideration of the yearly Rent, &c. **Have**, demised, &c. **All** that, &c. **To have**, &c. unto the said G. E. **Pledging and paying** therefore yearly and every Year during the said Term, unto the Senior Churchwarden of the said Parish and his Successors for the Time being, the yearly Rent or Sum of 15*l.* 4*s.* of, &c. by two equal Payments, &c. at or in the Vestry Room in the Parish Church of St. A. U. afore-said, free from any Deduction of or for any manner of Taxes or Impositions parliamentary, ordinary or extraordinary. (*Covenants.*) **In Witness,** &c.

A Lease from the Trustees of a Charity.

— **Between** R. A. Doctor of Divinity and Rector of the Parish of St. B. without B. London, T. R. &c. (surviving acting Trustees of and in the Messuages and Hereditaments herein after mentioned to be hereby leased for preserving to the Poor of the same Parish of St. B. the Benefit of a certain Charity heretofore given by V. G. pursuant to Trusts created and appointed by M. W. and also for preserving to the Poor of the said Parish the Benefit of a Charity heretofore given by P. W.) of the first Part, W. H. and — Churchwardens of the said Parish of the second Part, and J. H. Citizen and Carpenter of London, of the third Part, **Witnesseth**, that for and in Consideration of the yearly Rent, &c. they the said R. A. T. R. &c. Trustees, &c. **Have**, &c. leased, &c. unto the said J. H. his, &c. **All** those, &c. **To have and to hold** the said several Messuages, &c. unto the said J. H. his, &c. from, &c. for and during, &c. **Pledging and paying** therefore yearly and every Year during the said Term of 35 Years, at the Vestry of the Church of the said Parish of St. B. the yearly Rent or Sum of 20*l.* of, &c. at, &c. **Provided also**, and it is hereby declared and agreed by and between all the Parties to these Presents, and the true Intent and Meaning of them and of these Presents are, that if the said J. H. his Executors, Administrators or Assigns, shall pay or cause to be paid to the Churchwardens of the said Parish of St. B. without B. for the Time being, or to one of them, such Sum or Sums of Money, as for and in Respect of the Rent by these Presents reserved, shall from Time to Time become due by virtue of these Presents, all and every such Payment and Payments to such Warden or Churchwardens shall be accepted, admitted and allowed as effectually to discharge so much Rent, payable by virtue of these Presents, and the Reservations herein before contained, as shall from Time to Time have been paid to such Churchwarden or Churchwardens, as if each and every of such Payment had been actually made into the proper Hands

Hands of the Persons or Person, who by virtue of the Reservation of Rent herein before contained had been by Law intituled to or might have claimed to receive the same; it being the Intent of all the Parties to these Presents, that all the Rent which from Time to Time shall be received by virtue of these Presents, shall be by the Churchwardens for the Time being of the said Parish of St. B. paid, applied and disposed of in Pursuance and Execution of the respective charitable Gifts herein before mentioned. **In Witness, &c.**

A Lease of Tythes.

THIS Indenture made, &c. Between R. E. Clerk, Rector of, &c. of the one Part, and R. C. of, &c. of the other Part, **Witnesseth**, that the said R. E. for divers reasonable Considerations, him hereto moving, **Doth** granted and demised, and hereby **Doth** grant and demise unto the said R. C. All those the Tythes and Tenths of Corn, Grain and Hay whatsoever, and of Lambs, Wool, Eggs, Fruits of Trees, Hemp and Flax, and Honey, yearly arising, coming and growing within the Township or Parish of H. aforesaid, and their tythable Places thereof, and all his Estate, Right, Title, Interest and Demands therein or thereto; **To have and to hold**, receive, take and enjoy all the Tythes aforesaid to the said Robert, his Executors, Administrators and Assigns, from the Feast-Day of St. Michael the Archangel last past before the Date hereof unto the End of the Term of three Years from thence next ensuing, and fully to be ended (if the said Richard shall so long continue Rector of the Church aforesaid); **Yielding and paying** therefore yearly, during the Continuance of this Demise, unto the said R. E. or his Assigns, the Rent or Sum of 40 l. at the Feast of the Annunciation of the Blessed Virgin Mary and St. Michael the Archangel, by equal Portions, at or in the now Dwelling-house of the said R. E. in H. aforesaid; and rendering also and delivering yearly to the said Richard or his Assigns, at the Place aforesaid, two good Cart-loads of Wheat Straw, and one good Cart-load of good Barley Straw on the 21st Day of December, during the said Term: **Provided** that nothing herein contained shall extend or to be construed to give to the said Robert or his Assigns, any Interest or Right in or to any the Glebe Land and Appurtenances or Homestall of the said Parsonage, or in or to any Sums payable by reason of Burials in the Chancel, the Easter Book, Mortuaries or Heriots, or in or to any Offerings, Oblations and ancient Compositions, the Profits of the Church-Yard, or any other Dues or Profits payable to or of Right demandable by the Rector of the Church aforesaid for the Time being, save only in and to the Tythes and Tenths above particularly and expressly mentioned to be hereby granted: **Provided also**, that if the said Richard shall, during this Demise, depart this Life or resign the said Parsonage, or the said Church become vacant by any other lawful Avoidance, then he the said Robert, his Executors and Assigns, shall not pay or render any other or more Rent than what shall be proportionable to the Value of such or so much of the said Tythes, as he or they shall have received by virtue hereof to the Time of such Avoidance: **And** the said Robert doth hereby for himself, his Executors and Administrators, covenant and grant to and with the said R. E. his Executors and Assigns, that he the said Robert, his Executors or Assigns, shall and will well and truly pay and render, or cause to be paid and rendered to the said R. E. his Executors or Assigns, the said several Rents of Money and Straw in Manner aforesaid; **And** the said R. E. doth hereby covenant with the said Robert and his Assigns, that he and they shall and may lawfully receive and enjoy the said Tythes hereby granted, and at all Times during the Continuance of this Demise, under the Covenants, Grants and Provisofoes aforesaid, without the Let, Denial, Demand or Incumbrance of him the said Richard, or any other Person claiming or to claim by or under him: **And lastly**, it is hereby mutually agreed by and between the said Parties hereunto, that the said R. E. and his Assigns, shall and will bear and pay to the said Robert and his Assigns, upon his and their Request, one Moiety or half Part of all Charges of Suit to be expended by the said Robert or his Assigns, in any Suit to be commenced at Law or in Equity, for Recovery of any Tythes hereby granted, so as he the said Richard do receive again of the said Robert or his Assigns, half the Sums of Money which he the said Robert shall recover in such Suit, over and above the single Value of such Tythes so to be with-held, and so as such Suit or suits be not occasioned by or through the Default, Mis-carriage or evil Demeanor of the said Robert, his Executors or Administrators, or his or their Servants or Assigns, in setting out, collecting or receiving the same Tythes. **In Witness, &c.**

The Grant.
The Tythes.

Habendum for three Years, if the Lessor so long continue Rector.

Reddendum, the Rent.

Reddendum three Loads of Straw.

Proviso that this Demise touch not any Interest to Glebe Land, Mortuaries, Oblations, &c.

Proviso that if there be an Avoidance by Death or otherwise, the Rent shall be apportioned according to the Value of Tythes received.

Covenant for Payment of the Rents.

Covenant for quiet Enjoyment.

An Agreement that the Lessor shall pay half Law Charges, if any be, in recovering the Tythes, if not through the Lessee's Default or Mis-demeanor.

Another.

THIS Indenture, &c. Between the Reverend A. Clerk, Rector of the Parish Church of R. in Consideration, &c. of the one Part, and (3 Lessees) of the same Parish of the other Part, **Witnesseth**, that for and in Consideration of the yearly Rents, Covenants, Conditions and Agreements herein after mentioned, reserved and contained on the Part and Behalf

Behalf of the said (3 *Lessees*) their Executors, Administrators and Assigns, to be paid performed, fulfilled and kept, and for other good Causes and Considerations him the said *A.* hereunto moving, **He** the said *A.* hath demised, leased and to Farm letten, and by, &c. unto the said (3 *Lessees*) **All** those Tythes and Tenths of Corn, Grain, Hay, Wool, Lamb, Milk and all other Tythes, Dues and Duties whatsoever, and of what Nature or Kind soever, yearly arising, increasing, growing and becoming due, and payable within or out of the Township or Parish of *R.* aforesaid, and the Fields, Liberties, Precincts and Territories thereof, or of any Part thereof, which belong to the said *A.* as Rector or Parson of the said Parish of *R.* **Together** with the full Use and Benefit of the great Tythe and Hay Barns, Hovels, situate in the Yard or Backside of and belonging to the Parsonage House of *R.* for the putting and lodging their Tythe Corn, Grain and Hay therein, and also the free Use of the said Yard or Backside, to feed and fodder their Cattle, Hogs and Poultry therein, together also with full and free Liberty of Ingress, Egress and Regress for them the said — their Executors, Administrators and Assigns, with their Servants, Workmen, Horses, Carts and other Carriages, in, by and through all the usual Ways and Passages to enter and come into and upon the said Barns, Hovels and Yard or Backside at all Times, during the Continuance of the Demise hereby made; **Except and always reserved** out of this present Lease unto the said *A.* all and all Manner of *Easter* Offerings, Mortuaries, Christenings, Churchings, Marriages, Burials, and also the Tythe of Wool, Lamb, Milk, Honey, and all other Tythes, Dues and Duties that are paid and usually reckoned as small Tythes in, upon, or of the Town, Fields, Liberties or Precincts of *Little Manby* in the said Parish of *R.* and also except and reserved unto the said *A.* all the Tythe of Wood or Composition for the same, in and belonging to the said Rectory or Parsonage, and likewise all and all Manner of Tythe that may be had, claimed, or taken for the Glebe Lands belonging to the said Rectory, and now in the Occupation, &c. and all full and free Liberty for him the said *A.* and his Assigns, at least four Times in the Year, during the Continuance of this Demise, to come into and upon the said Barns and Hovels, or any Part thereof, to view and see the Conditions and Reparations of the same, and to give Orders for the Thatching, Daubing and Mortering thereof, when and where wanting; **To have and to hold**, receive, take and enjoy the said Tythes or Tenths of Corn, Grain, Hay, Wool, Lamb, Milk, Use of the said Barns, Hovels and Backside, and all and singular other the herein before mentioned and intended to be hereby demised Tythes and Premises, with their Appurtenances, (except as herein before is excepted) unto them the said — their Executors, Administrators and Assigns, (in three equal Proportions, and without any Benefit or Advantage of Survivorship to be had or taken by any or either of them, in Manner as herein after mentioned) from the Feast-Day of the Annunciation of the Blessed Virgin *Mary* last past before the Date of these Presents, for and during, and unto the full End and Term of three Years from thence next ensuing, and fully to be compleat and ended, if he the said *A.* shall so long live and continue Rector of the Parish of *R.* aforesaid; **Yielding and paying** therefore yearly and every Year, during the Continuance of this Demise, unto the said *A.* or his Assigns, at or in the Parsonage House aforesaid, the yearly Rent or Sum of 100*l.* of &c. at or upon the four most usual Feasts or Days for Payment of Rent in the Year, *viz.* the Feast Days of the Nativity of *St. John Baptist*, &c. by four even and equal Portions; the first Payment whereof to begin and be made on the Feast Day of *St. John Baptist* now next ensuing; **And rendering** and delivering yearly unto the said *A.* or his Assigns, at the Place aforesaid, (if by him or them so required) three good Cart-loads of Wheat Straw or Stubble for Thatching, on the 21st Day of *December*, during the Continuance of the said Term; **He** the said *A.* or his Assigns, paying and allowing unto them the said — their Executors, Administrators or Assigns, for the said Wheat Straw or Stubble, and a good and sufficient Town Bull to be by them provided for the Use of the said Parish, and to go and pasture with the Town Herd of Beasts thereof, the Sum of four Pounds for the whole Term, in such Manner as herein after is mentioned; **And** the said (three *Lessees*) for themselves severally, and not jointly, and for their several respective Executors, Administrators and Assigns, and every of them, covenant, grant and agree to and with the said *A.* his Executors, Administrators and Assigns, by these Presents, in Manner as follows, *viz.* That they the said — some or one of them, their, some or one of their Executors, Administrators or Assigns, shall and will yearly and every Year, during the Continuance of this Demise, well and truly pay, or cause to be paid unto the said *A.* his Executors, Administrators or Assigns, the said yearly Rent or Sum of 100*l.* of such lawful Money as aforesaid, upon the four Feast Days herein before mentioned and appointed for Payment thereof; and also render and deliver yearly unto the said *A.* or his Assigns, if by him or them so required, the said three Loads of Wheat Straw or Stubble, according to the several Reservations thereof, in Manner as aforesaid, and the true Intent and Meaning of these Presents; **And also** shall and will from Time to Time, and at all Times, during the Continuance of this Demise, bear, pay and discharge

Demise.
Tythes.

Use of Tythe,
Barns and Li-
berties, &c.

Exceptions.

Habendum.

Reddendum.
Money Rent.

Straw Rent.

Lessees cove-
nant,

to pay and
render Rents.

Also all
Taxes.

discharge all and all Manner of Taxes, Levies, Rates, Duties and Assessments whatsoever; that shall be assessed, charged or chargeable upon, or payable out of, or for or in Respect of the said hereby demised Tythes and Premises, or any Part thereof, by any Law or Custom now in Force or hereafter to be made, (other than and except the Land-Tax usually paid by Landlords, and which is to be paid by the said *A.* or his Assigns; or to be allowed by him or them out of the said hereby reserved yearly Rent of 100 *l.*) and thereof, and of and from every Part thereof, shall and will acquit, exonerate and discharge, as well the said *A.* and his Assigns, as also the said hereby demised Tythes and Premises; **And also** that they the said — nor any or either of them, shall not nor will at any Time during the Continuance of the said Term, demise, let, set or assign over the said hereby leased Tythes and Premises, or any Part thereof, to any Person or Persons whomsoever, for any Term or Time whatsoever, without the Licence and Consent of the said *A.* or his Assigns in Writing under his or their Hand and Seal, first had and obtained for that Purpose; **And also** that they the said — their Executors, Administrators and Assigns, or some or one of them, at their own proper Costs and Charges, shall and will from Time to Time, and at all Times during the Continuance of the Term hereby demised, when, where, and as often as Need or Occasion shall be or require, cause the said two Barns and Hovels to be well and sufficiently repaired and amended, with thatching, daubing, or mortered only, and the same being so well and sufficiently repaired and amended with such thatching, mortering or daubing as aforesaid, shall and will (at the End, Expiration, or other sooner Determination of this present Lease, which shall first happen) peaceably and quietly leave, surrender, and yield up unto the said *A.* or his Assigns; **And also** shall and will, at their like Costs and Charges, during the Continuance of this Demise, find and provide a good and sufficient Town Bull, to go and pasture with the Town Herd of Beasts of the said Parish of *R.* to and for the Use and Benefit of all the Inhabitants of the said Parish: **And** the said *A.* for himself, his Executors and Administrators, doth hereby covenant, grant and agree to and with each of them the said — their Executors, Administrators and Assigns, in Manner as follows, *viz.* That he the said *A.* (in Consideration of such Straw or Stubble to be by them the said — their Executors or Administrators, yearly delivered, if so required, and of such Town Bull to be by them so provided for the said Parish, in Manner as aforesaid), shall and will, out of the last yearly Rent hereby reserved and payable, allow and pay to them the said — their Executors or Administrators, the full Sum of four Pounds of lawful Money, to be divided in three equal Parts amongst them; and that it shall and may be lawful to and for them the said — their Executors and Administrators, to retain and deduct the said Sum of four Pounds in the Proportions aforesaid out of such last yearly Rent hereby reserved accordingly; **And further**, that they the said — their Executors, Administrators and Assigns (paying the said yearly Rent of 100 *l.* and rendering and delivering to the said *A.* or his Assigns the said three Loads of Wheat Straw or Stubble, in Manner and according to the several Reservations thereof as aforesaid, and also performing, fulfilling and keeping all and every the Covenants, Conditions and Agreements herein and hereby mentioned and contained on their Parts to be paid, done and performed, according to the true Intent and Meaning of these Presents) shall and may lawfully, peaceably and quietly have, hold, take, receive, occupy, possess and enjoy all the said Tythes, Use of the said Barns, Hovels and Backside, and all and singular other the herein before demised Premises, with their Appurtenances, (except as first above is excepted) for and during all the said Term of three Years hereby demised, (if he the said *A.* shall so long live and continue Rector of the Parish of *R.* aforesaid) without any Let, Suit, Trouble, Eviction, Hindrance, Interruption or Disturbance whatsoever, of or by the said *A.* or any other Person or Persons whomsoever, lawfully claiming or to claim, by, from, or under him, or by or with his Consent, Privity, Means or Procurement: **Provided always**, and these Presents are upon this Condition nevertheless, and it is the true Intent and Meaning of these Presents, that if it shall happen the said yearly Rent of 100 *l.* herein before reserved, shall be behind and unpaid, in Part or in all, by the Space of 30 Days next after any or either of the said Feast Days, on which the same ought to be paid as aforesaid (being lawfully demanded) or the said three Loads of Wheat Straw or Stubble shall not yearly be rendered or delivered (if so required) according to the several Reservations thereof, in Manner as aforesaid; or if the said — any or either of them, their, any or either of their Executors or Administrators, shall at any Time or Times, during this Demise, let, set, assign or depart with their, any or either of their Interest or Possession of and in the said hereby leased Tythes and Premises, or any Part or Parcel thereof, to any Person or Persons whomsoever, without the special Licence and Consent of the said *A.* in Writing under his Hand and Seal first had and obtained for that Purpose; that then, in any or either of the Cases aforesaid, it shall and may be lawful to and for the said *A.* at any Time then afterwards, into and upon the said hereby demised Premises, or any Part thereof, in the Name of the whole to re-enter, and the same, and every Part thereof

Not to let
without Les-
sor's Consent.

To repair.

And find a
Town Bull.

Lessor's Co-
venant for
Lessee's quiet
Enjoyment,
and for al-
lowing 4 *l.*

Power of Re-
entry.

As to Avoid-
ance.

Mutual A-
greements be-
tween Lessees,
as to Payment
of the Rent,
&c.

Survivorship.

thereof to have again, repossess and enjoy, as in his former Estate; any Thing herein con-
tained to the contrary thereof in any wise notwithstanding; **Provided also**, and it is hereby
agreed and declared by and between all the Parties hereto, that in case the said *A.* shall,
during the Term hereby demised, depart this Life, or resign the said Rectory or Parsonage,
or that the same shall become vacant by any other lawful Avoidance, or otherwise; that then
in any or either of the said Cases, they the said — their Executors, Administrators and
Assigns, shall not pay or be obliged to render any other or more Rent than what shall be
proportionable to the Value of such or so much of the said hereby leased Tythes, as they shall
have received by Virtue of the Demise hereby made, to the Time of such Avoidance as afore-
said; any Thing, &c. **And lastly**, it is hereby covenanted, concluded upon, and mutually
agreed and declared by and between them the said — for themselves severally and respec-
tively, and for their several and respective Executors and Administrators, in Manner as fol-
lows, *viz.* That as well the said yearly Rent of 100*l.* so reserved as aforesaid, as also the
said three Loads of Wheat Straw or Stubble, rendered and delivered when required as afore-
said, as likewise all such Charges for Taxes and Repairs to be paid, and made as aforesaid,
and of the said Town Bull to be provided as aforesaid, shall be by them the said — their
respective Executors, Administrators and Assigns, paid and rendered, made and provided, in
three equal Parts and Proportions, Share and Share alike, at all Times during the Continuance
of the Term hereby demised, and also at the End or other Determination thereof; **And**
further, that no Benefit or Advantage of Survivorship whatsoever, shall be had or taken by any
or either of them the said *B. C.* and *D.* or their or any of their Executors or Administrators,
in case of any of their Deaths during this Demise, but that the Survivors and Survivor of
them, his Executors and Administrators, shall during the Continuance of the Demise hereby
made, be intitled to and possessed of all and singular the Tythes and Premises (subject never-
theless to the Rents and Covenants herein above reserved and contained, in Manner as follows)
to wit, As to one third Part thereof (the whole in three equal Parts to be divided) the same
shall go and belong to the said *B.* his Executors and Administrators; as to one other third
Part thereof, the same shall go and belong to the said *C.* his Executors and Administrators;
and as to the other third Part thereof, the same shall go and belong to the said *D.* his Execu-
tors and Administrators. **In Witness, &c.**

*A Lease for 1000 Years by way of Mortgage for Security of the Purchase Money,
prior to the Conveyance of the Premises to the Purchaser.*

THIS Indenture Tripartite, &c. Between *R. B.* of the first Part, *W. S.* of the
second Part, and *W. P.* a Person named on Behalf of and in Trust for the said *R. B.*
of the third Part **Whereas** the said *W. S.* hath agreed with the said *R. B.* for the absolute
Purchase to him and his Heirs, of the capital Messuages, &c. herein after mentioned to be
demised or granted, with their Appurtenances, for the Sum of 2600*l.* **And whereas** the
said *W. S.* is to pay down of the said Purchase money of 2600*l.* unto him the said *R. B.*
the Sum of 600*l.* in Part, and hath agreed that the said Capital Messuage, &c. herein after
mentioned, shall be mortgaged for the better securing of the Payment of the Sum of 2000*l.*
the Remainder of the said Purchase Sum of 2600*l.* with Interest for the same after the Rate
of 5*l. per Cent.* according to the true Meaning of the Proviso or Condition hereafter in these
Presents mentioned or contained: and that the said *R. B.* shall by Deed of Lease and Re-
lease, to bear Date the two several Days after the Date of these Presents, assure and convey
the said Premises subject to these Presents, unto the said *W. S.* and his Heirs: **Now this**
Indenture witnesseth, that in Consideration thereof, and for the securing the true Payment
of the said Sum of 2000*l.* with Interest for the same after the Rate aforesaid; and in Con-
sideration of the Sum of 5*s.* of, &c. to him the said *R. B.* by the said *W. P.* in Hand, at,
&c. **He** the said *R. B.* **hath**, by and with the Consent, Direction and Appointment of the
said *W. S.* testified by his being a Party to these Presents, and Signing and Sealing the same,
bargained, sold, demised, and to Farm let, and by these Presents **Doth**, &c. unto the said
W. P. his Executors, Administrators and Assigns, **All that, &c. To have and to hold**
the said, &c. unto the said *W. P.* his Executors, Administrators and Assigns, from the
Day next before the Day of the Date of these Presents, for and during, and until the full
End and Term of 1000 Years from thence next and immediately ensuing, and fully to be
compleat and ended, without Impeachment of Waste; **yielding and paying** therefore
yearly, during the said Term, the Rent of one Pepper-corn only, on the Feast-Day of, &c.
if it shall be lawfully demanded; **And** the said *W. S.* for the Consideration aforesaid, **Doth**
by these Presents ratify and confirm the said Estate, Term and Premises, for and during all
the said Time or Term of 1000 Years, unto the said *W. P.* his Executors, Administrators
and Assigns; **Provided always**, and upon Condition, that if the said *W. S.* his Heirs,
Executors, Administrators and Assigns, or any of them, do or shall well and truly pay, or
cause

Habendum to
W. P. for
1000 Years.

Confirmation
by *W. S.*

To be void on
Payment of
2000*l.*

cause to be paid unto the said *W. P.* his Executors, Administrators, or Assigns, at or in the *Inner Temple Hall, London*, the full Sum of 2100 *l.* of *£c.* in Manner and Form following; that is to say, in or upon the — Day of, *£c.* now next ensuing the Day of the Date of these Presents, 50 *l.* Part thereof, and in or upon the — Day of, *£c.* the full Sum of 2050 *l.* and do make the said Payments without any Deduction or Abatement, for or by Reason of any Parliamentary or other Taxes, Charges or Assessments whatsoever; that then and from thenceforth, this present Grant, Bargain, Sale, Demise and Lease, and every Article, Clause and Thing therein contained, shall cease, determine and be void; this Indenture, or any Thing herein contained to the contrary thereof in any wise notwithstanding, (*W. S. covenants with W. P. to pay the said Sum*): **Provided always**, and it is hereby declared and agreed by and between the Parties by these Presents, and it is their true Intent and Meaning, that neither these Presents, nor any Thing herein contained, shall be or extend, or be deemed, construed or taken, to be any Breach, Forfeiture or Infringement of any Covenant, Clause or Agreement, contained or to be contained or specified in the said Indenture of Grant or Release and Conveyance, intended to bear Date the said next Day but one after the Date hereof, and to be made by him the said *R. B.* to him the said *W. S.* and his Heirs, of the said capital Messuage, three Closets, and other the Premises, with their Appurtenances, according to the Agreements aforesaid; **And** the said *W. P.* doth hereby declare, that his Name in these Presents is made use of at the Nomination and in Trust for the said *R. B.* his Executors, Administrators and Assigns, and that the said Sum of 2000 *l.* and the Interest to accrue for the same, is the proper Money of the said *R. B.* and that the said *R. B.* his Executors, Administrators and Assigns, shall and may enter for Non-payment thereof, and sue and bring any Action in the Name of him the said *W. P.* his Executors, Administrators or Assigns, for or concerning the same; **And further**, that he the said *W. P.* his Executors and Administrators, shall and will, at the Request, Costs and Charges of the said *R. B.* his Executors or Administrators, grant and assign over these Presents unto the said *R. B.* his Executors or Administrators, or to such other Person or Persons, as he or they shall direct and appoint. **And lastly**, (*W. S. to enjoy the Premises until Default in Payment*). **In Witness, &c.**

This Indenture not to be a Forfeiture of any Thing to be contained in the Release.

W. P. declares himself Trustee for *R. B.*

May sue in *W. P.*'s Name.

Assign the Premises to *R. B.*

Lease of Offices in Barbadoes. Perused and settled by Mr. Serjeant Selby.

THIS Indenture Tripartite made, &c. **Between** *R. M.* of, *£c.* Esq; of the first Part, *J. W.* of the Island of *B.* Esq; of the second Part, and *T. J.* of *London* Merchant, of the third Part. **Whereas** his late Majesty King *Charles* the Second, by his Letters Patent, bearing Date, *£c.* (*recite the same short*) as by the said in Part recited Letters Patent, Relation, &c. **And whereas** the said *J. W.* from and before the Feast-Day of *St. Michael the Archangel* now last past, (by Virtue of an Agreement for that Purpose) was and now is in the Execution of the said Office, as Deputy to the said *R. M.* **Now this Indenture witnesseth**, that the said *R. M.* (for the Consideration of the yearly Rents and Covenants hereafter in these Presents reserved and expressed, and for divers others good Causes and valuable Considerations, him the said *R. M.* thereunto especially moving) **Doth** granted and demised, and by these Presents **Doth** depute, constitute and appoint the said *J. W.* his lawful and sufficient Deputy of and in the said Offices and Places of Secretary and Clerk of the said Island of *B.* **And** he the said *R. M.* doth hereby also grant and demise unto the said *J. W.* **All** the Fees, Profits, Perquisites and Advantages whatsoever, to arise or be had or made of the said Offices and Places, **To hold**, execute and enjoy the said Offices and Places, and also to have, take and receive all and every the Fees, Profits, Perquisites and Advantages whatsoever, arising by Virtue of the said Offices and Places, unto the said *J. W.* his Executors, Administrators and Assigns, from, *£c.* for, *£c.* seven Years from thence next ensuing, and fully to be compleat and ended, (if he the said *R. M.* shall so long live;) **Yielding and paying** therefore yearly and every Year, during the Continuance of the said Term, unto the said *R. M.* his Executors, Administrators and Assigns, the yearly Rent or Sum of 420 Guineas, at or in the common Dining Hall of the *Inner Temple, London*, at the four most usual Feasts or Quarter-Days of Payment in the Year, *viz.* Of, *£c.* **And also yielding and paying** yearly and every Year, during the Continuance of the same Term hereby demised, unto the said *R. M.* his Executors, *£c.* at the Place aforesaid, upon the — Day of — in every of the said Years, 200 *lb.* Weight of fine white Sugar. **And** the said *R. M.* for himself, his Executors, Administrators and Assigns, **Doth** (*a*) covenant, promise, grant and agree to and with the said *T. J.* his Executors and Assigns by these Presents, that it shall or may be lawful to or for the said *J. W.* his Executors or Assigns, to hold, execute,

Recital of the King's Letters Patent.

And that Lessee was now in Possession, &c.

Consideration,

Deputation and Demise of the Places, &c.

Habendum.

Reddendum Money Rent.

Reddendum the Sugar Rent.

For the Lessee's quiet Enjoyment.

(a) Note, *Mr. W.* being under Age and beyond Sea, Lessor covenants with the third Person.

The third Person's Covenant for Payment of the yearly Rent to Lessor by Lessee.

If Lessor before End of Term die between Quarter-Days, to pay to his Executors, &c. *pro rata* for the Time after such Quarter-Day. A Power for Lessee to determine present Lease before Expiration on giving a Year's Notice, &c.

and enjoy the said Offices and Places for the Term aforesaid, (if he the said *R. M.* shall so long live) and the Profits and Advantages issuing and arising thereout, to take and receive to his and their own proper Use and Benefit, without any Let, Suit, Trouble, Interruption, or Disturbance of him the said *R. M.* or any other Person or Persons whatsoever, claiming or to claim from, by or under him. And the said *J. T.* for himself, his Heirs, Executors, and Administrators, **Doth**, for and on the Behalf of the said *J. W.* covenant, promise, grant and agree to and with the said *R. M.* his Executors, Administrators and Assigns, by these Presents, in Manner as follows, *viz.* That he the said *J. W.* shall and will, by and out of the Fees, Perquisites and Profits of the said Offices and Places, well and truly pay, or cause to be paid unto the said *R. M.* his Executors, Administrators or Assigns, for and during the said Term of seven Years, (if he the said *R. M.* shall so long live) the said yearly Rent or Sum of 420 Guineas and the 200 *lb.* Weight of fine white Sugar, at the Time and Place by these Presents appointed for the Payment thereof; **And also** in case the said *R. M.* shall die before the Expiration of the said Term and between any of the said Feasts or Quarter-Days of Payment; that then and in such Case, the said *J. W.* or his Assigns, shall pay to the Executors, Administrators or Assigns of the said *R. M.* *pro rata*, and proportionably out of the said annual Rent of 420 Guineas, for the Time the said *R. M.* shall die, after such Feast-Day or Day of Payment: **Provided always**, and lastly it is hereby agreed and declared by and between all the said Parties hereunto, and the true Intent and Meaning of them and of these Presents is, that if the said *J. W.* shall at any Time, during the said Term, be desirous to determine the Grant and Deputation hereby made, and shall give to the said *R. M.* a Year's Notice thereof, to commence from one of the said Feast or Quarter-Days, that then (and after the End or Expiration of such Year, after such Notice so given as aforesaid) this present Grant, and the Deputation hereby made, shall from thenceforth cease, determine and be void; and that then and in such Case the said Offices and Places, and the Fees, Profits and Perquisites thereof, shall from thenceforth revert in the said *R. M.* and his Assigns, and he and they shall have and enjoy the same as in his the said *R. M.*'s former Estate; any Thing in these Presents contained to the contrary thereof in any wise notwithstanding.

Another Lease of a Royalty, viz. Fishing, Hawking, Hunting, also Appointment of Keeper of the Game. By Serjeant S.

Premises.

Except, &c.

Habendum.

Reddendum.

Lessee's Covenant to pay the Rent.

To avoid the Lease on Default.

Quiet Enjoyment.

THIS Indenture made, &c. Between *J. S.* of, &c. Lord of the Manor of — in the County of — of the one Part, and *T. M.* of, &c. Gent. of the other Part, **Witnesseth**, that the said *J. S.* (in Consideration of the yearly Rent and Covenants herein after reserved on the Lessee's Part to be paid and performed) **Doth** demise, and by these Presents **Doth** demise unto the said *T. U.* **All** that his the said *J. S.*'s Fishery and Liberty of Fishing in the Rivers of *B.* and *H.* and all other his the said *J. S.*'s Liberty of Fishing and Fishery in the County of *H.* (except in the Park of *J. C.* Esq; called *H. Park*); **And** the said *J. S.* **Doth**, and by these Presents **Doth** also demise unto the said *T. U.* **All** the Liberty of Hunting and Hawking within the said Manor, exclusive of all others, **And** doth hereby constitute and appoint him the said *T. U.* Keeper of the Game there; **To have and to hold** the said Fishery, Liberty of Fishing and Hawking and Hunting aforesaid, with their and every of their Appurtenances, (except before excepted) unto the said *T. U.* his Executors, Administrators and Assigns, from the Feast-Day of St. *Michael the Archangel* next following the Date of these Presents, for and during, and unto the full End and Term of five Years from thence next ensuing, and fully to be compleat and ended; **Yielding and paying** therefore yearly and every Year, during the said Term of five Years, unto the said *J. S.* his Heirs and Assigns, the yearly Rent or Sum of 3 *l.* of &c. at the two most usual Feast-Days or Terms in the Year, *viz.* The Annunciation, &c. and St. *Michael*, &c. by even and equal Portions, without any Deduction or Abatement whatsoever, for Taxes, charged or imposed by Parliament, or otherwise howsoever; **And** the said *T. U.* for himself, his Heirs, Executors, Administrators and Assigns, doth covenant, promise, grant, and agree to and with the said *J. S.* his Heirs and Assigns, by these Presents, that he the said *T. U.* his Executors, Administrators and Assigns, some or one of them, shall and will well and truly pay, or cause to be paid unto the said *J. S.* his Heirs and Assigns, the said yearly Rent of 3 *l.* at the Days and Times herein before limited for Payment thereof, during the said Term, without any such Deduction as aforesaid; **Provided always**, that of the said yearly Rent or Sum of 3 *l.* or any Part thereof, shall be behind and unpaid, in Part or in all, by the Space of — Days next after either of the said Feast-Days abovementioned for Payment thereof, during the said Term; that then and from thenceforth it shall and may be lawful to and for the said *J. S.* his Heirs or Assigns, to avoid the said Lease and re-enjoy the said Premises, as in his or their former Estate and Estates, any Thing, &c. **And lastly**, the said *J. S.* for himself

himself and his Heirs, doth covenant, promise and grant to and with the said *T. U.* his Executors, Administrators and Assigns, by these Presents, that he the said *T. U.* his Executors, Administrators and Assigns, paying the said yearly Rent of 3 *l.* and performing the Covenants and Agreements herein before mentioned on his and their Part and Behalf to be performed and kept, shall and may from Time to Time, and at all Times hereafter, during the Continuance of the said Term hereby demised, lawfully, peaceably, and quietly have, hold, occupy, possess and enjoy the said Fishery and Premises, with their Appurtenances above demised, and every Parcel thereof, without the lawful Let, Suit, Trouble, Eviction or Disturbance of him the said *J. S.* his Heirs or Assigns, or by any other Person or Persons whatsoever, claiming or to claim by, from, or under him or them, or any of them, or by his, their, any or either of their Acts, Means or Procurement. *In Witness, &c.*

A Reversionary Lease.

THIS Indenture, &c. Between Sir *B. M.* of, &c. of the one Part, and *C. N.* of, &c. of the other Part. *Whereas* the said Sir *B. M.* (by the Name of *B. M. Gent.*) by his Indenture of Lease, bearing Date on or about the 28th Day of *March*, which was in the Year — *Did* demise and lease to *J. K.* of, &c. a certain Close of Land or Ground, of which the Piece or Parcel of Ground herein after mentioned to be hereby leased is Part, for the Term of 62 Years, commencing from *Lady-Day* next before the Date thereof; *And* by another Indenture of Lease, bearing Date on or about the 26th Day of *June*, which was in the Year of our Lord — the said Sir *B. M.* did demise or lease unto *T. P.* of *Thavies Inn, London*, Gent. the said Close of Land or Ground, (of which the said Piece or Parcel of Ground herein after mentioned to be hereby leased is Part) from the End or other sooner Determination of the said Term of 62 Years, for the further Term of 18 Years, as by the said in Part recited Indenture of Lease may more at large appear: *Now, &c.* that for and in Consideration of the Sum of 50 *l.* of, &c. to the said Sir *B. M.* paid by the said *C. N.* the Receipt, &c. and also in Consideration of the yearly Rents, Covenants and Agreements herein after reserved and contained, and what on the Tenant's or Lessee's Part and Behalf shall grow due to be paid, done and performed, *He* the said Sir *B. M.* hath demised, leased, and to Farm letten, and by, &c. *All* that Piece of Ground, &c. the Piece of Ground, Messuages, &c. in *M. Street*, as described in a Lease from an under Lessee of *K.* to Mr. *N.* *To hold* said Piece of Ground, &c. unto said *N.* his Executors, &c. from *Lady-Day*, which will be in the Year of our Lord — (at which Time the last of the before recited Indentures of Lease will expire) for and during the full Time and Term, and unto the full End and Term of 59 Years from thence next ensuing, and fully, &c. *Yielding and paying* therefore yearly and every Year, during the said Term of 59 Years hereby demised, unto the said *B. M.* his Heirs or Assigns, the yearly Rent or Sum of 5 *l.* (being the same Rent as paid by *N.* in his other above Lease (*With usual Covenants as in other Leases.*) *In Witness, &c.*

Another.

— Between Lord *M.* Baron of *O.* of the one Part, and *J. M.* of, &c. of the other Part, *Witnesseth*, that the said Lord *M.* for and in Consideration of the faithful Services of the said *J. M.* to the late *C. Earl of M.* and also in Consideration of the Surrender of a Lease, dated, &c. whole, &c. are demised to the said *J. M.* *To hold* to the said *J. M.* his Heirs and Assigns, from the 25th of *March* last, for his Life, and the Lives of *A. B.* and the longer Liver; and also for and in Consideration of the yearly Rent and Covenants, &c. the said Lord *M.* demises to the said *J. M.* (the Premises granted to him, his Heirs and Assigns); *To hold* (for 11 Years, to commence from Determination of the Term or Estate granted to his Heirs or Assigns; *Yielding, &c.* (during the Term or Estate granted to him, his Heirs, or Assigns, 20 *s.* a Year); *And Yielding, &c.* (for the Term hereby demised, to him, his Executors, Administrators, and Assigns, 5 *s.* a Year; if said Rents be behind, and no sufficient Distress for Rents and Arrears can be found on the Premises, then lawful for Lord *M.* to re-enter; that *J. M.* will pay Rents, keep Premises in Repair having sufficient Timber; Warranty from Lord *M.* to *J. M.* for the Terms and Estate; and Lord *M.* ordains, constitutes and appoints *A.* and *B.* jointly and severally his Attornies, to enter and take Possession and Seisin, and Seisin and Possession to deliver to *J. M.* or his certain Attorney, to his Use, ratifying what said Attornies or either of them shall do). *In Witness, &c.*

A Building Lease.

THIS Indenture, &c. Between *N. B.* Doctor in Physick, *R. W.* of, &c. and *R. C.* of, &c. of the one Part, and *J. E.* of, &c. of the other Part, *Witnesseth*, that as

well for and in Consideration of the great Costs and Charges the said *J. E.* hath already been, and shall be at in Building and Finishing several new Brick Messuages or Tenements on the Ground hereunder leased; and in Consideration of the yearly Rent and Covenants hereafter in and by these Presents reserved, mentioned and contained on the Part and Behalf of the said *J. E.* his Executors, Administrators and Assigns, to be paid, done and performed; as also in Consideration of 5 s. of, &c. to the said *N. B. R. W.* and *R. C.* or one of them, in Hand paid, at or before the Sealing and Delivery of these Presents, the said *R. W.* and *R. C.* by the Direction and Appointment of the said *N. B.* testified by his being a Party to, and Signing and Sealing of these Presents, **Have** leased, set, and to Farm letten, and by these Presents do lease, set, and to Farm let unto the said *S. E.* **All that** Piece or Parcel of Ground, late Part of a certain Field, Close or Ground belonging to the Town of *B.* near *Gray's-Inn* in the Parish, &c. being at the North-East Corner of the Part of *Red-lyon Street* which is next *Theobald's Way*, containing in Front next *Red-lyon Street*, being westward 55 Foot of Assize, or thereabouts in the Rear, being eastward 51 Foot of Assize or thereabouts, and on the South-Side next the Ground and Buildings let to *S. W.* 86 Foot nine Inches of Assize, or thereabouts, together with all Ways, Passages, Profits, Commodities and Appurtenances whatsoever to the said Piece or Parcel of Ground and Premises hereby leased, belonging or appertaining, therewithal designed to be used and enjoyed; **To have and to hold** the said Piece or Parcel of Ground, and all Erections and Buildings now and hereafter to be erected and built, and all and singular the Premises, with the Appurtenances hereby leased, unto the said *J. E.* his, &c. from, &c. until the full End and Term of 70 Years from thence next ensuing and fully to be compleat and ended; **Yielding and paying** for the first Year of the Term hereby leased, the Rent of one Pepper-Corn on the last Day of the same Year, if the same be lawfully demanded; **And yielding and paying** therefore yearly and every Year, during the last 69 Years of the Time hereby leased, unto such Person or Persons to whom the immediate Reversion of the said Premises shall appertain, the yearly Rent or Sum of 8 l. of, &c. on the four most usual Feast Days, &c. **And, &c.** (*Covenant to pay the Rent.*) **And** that he the said *J. E.* his Executors, Administrators and Assigns, or some of them, shall and will at his, their or some of their own proper Costs and Charges, on or before, &c. well and sufficiently tile and finish the said intended Messuages or Tenements, and from thenceforth at his and their like Costs and Charges well and sufficiently repair, uphold, support, sustain, maintain, amend and keep the said intended Messuages, Tenements or Buildings, and that from Time to Time, and at all Times during the said Term, when, where or so often as Need or Occasion shall be or require; **And also** shall and will, at his and their, or some of their own proper Costs and Charges, well and sufficiently pave, purge, scour, cleanse, glase, empty, amend and keep all and singular the Pavements, Gutters, Sinks, Seidges, Wydraughts, Glafs and glased Windows whatsoever, which now or hereafter shall belong to or be used with the said Brick Messuages, Tenements and Premises, from Time to Time, and at all Times during the same Term, when, where and so often as Need or Occasion shall be or require; **And** the said Brick Messuages, or Tenements and Premises, so being well and sufficiently finished, repaired, upheld, supported, sustained, maintained, paved, purged, scoured, cleansed, glased, emptied, amended and kept, in the End of the said Term hereby let, or other sooner Determination of his present Lease, which shall first and next happen, peaceably and quietly shall and will leave, surrender, deliver and yield unto such Person or Persons to whom the Right of the Premises shall then belong. **And moreover**, that it shall and may be lawful as well to and for the said *R. W.* and *R. C.* their Executors, Administrators and Assigns, or any of them, as also to and for the Mayor, Bailiffs, Burgeesses and Commonalty of the Town of *Bedford*, and all others concerned with Workmen or others in their or any of their Companies, or without, twice or oftner in every Year yearly during the said Term hereby leased, at any seasonable Time in the Day-time to enter and come into and upon the said Messuages, or Tenements and Premises, and into every or any Part thereof, there to view, search and see the State and Condition of the Reparations thereof, and of all such Defects, Defaults, and Wants of Reparations thereof, and of all such Defects, Defaults, and Wants of Reparations and Amendments as shall be then and there found, to give or leave Notice or Warning thereof in Writing at the said Premises, unto or for the said *J. E.* his Executors, Administrators and Assigns, to repair and amend the same. **Provided always**, that if it shall happen the said yearly Rent or Sum of 8 l. or any Part thereof, shall be behind, &c. (*to re-enter, &c.*)

Covenant to
finish the
Houses.

To repair.

To deliver up
at the End of
the Term.

View by Les-
sors, &c.

A Building Lease of Houses within the Liberty of the City of London.

THIS Indenture made, &c. **Between** *A.* of, &c. of the one Part, and *R. D.* of, &c. of the other Part, **Witnesseth**, that as well in Pursuance and Performance of a certain

certain Memorandum or Agreement, bearing Date the 21st now last past, **And also** in Con-
sideration of the great Costs and Charges which he the said *B.* hath been and will be at in
taking down the old Messuage, and all Buildings now standing on one of the Pieces or Parcels
of Ground herein after demised, (which he is at Liberty to do, and to take and convert to
his own proper Use all the old Materials thereupon) and in the Erecting and Building two
new Brick Messuages or Tenements upon the said Piece of Ground, and the other Piece of
Ground herein after demised, in pursuance of his Agreement for that Purpose contained in
the before mentioned Memorandum or Agreement, in such manner as therein and herein after
is mentioned, as likewise in Consideration of the yearly Rent, Covenants, Conditions and
Agreements herein after reserved, expressed and contained, by and on the Part and behalf of
the said *R. D.* his Executors, Administrators and Assigns, to be paid, done and performed,
He the said *A.* hath demised, leased, set and to Farm letten, and by, &c. unto the said Demise.
R. D. his Executors, Administrators and Assigns, **All** that the said Piece or Parcel of Parcels.
Ground whereon the said old Messuage, or Tenement and Buildings now or late stood,
situate, lying and being at the End of *Plough Court*, alias *Plough-Yard*, in or near *Fetter-*
Lane, alias *Fewster-Lane*, in the Parish of *St. Andrew, Holborn, London*, on the West Side
of two new Messuages or Tenements there lately built by, and now belonging to the said *A.*
and which adjoin to a Piece or Parcel of Ground unbuilt, (being the other Piece of Ground
herein after demised) on the East Side thereof; and also all that the said other Piece or Parcel of
Ground unbuilt, situate, lying and being in *Plough Yard*, alias *Plough-Court* aforesaid, next ad-
joining to the said two new Houses there lately built by the said *A.* which said hereby de-
mised two Pieces or Parcels of Ground adjoin to each other, and which with the Abuttals
and Numbers of Feet on the West, North, East and South Sides thereof, are more particu-
larly and exactly delineated and described in the Plan or Ground-plot of the Premises, in
the Margin hereof mentioned and set forth, **Together** with the two new Messuages or Te-
nements, and all other Erections and Buildings now erecting and building or to be erected
and built thereon, pursuant to the aforesaid Memorandum or Agreement, and the Covenant
herein after contained for that Purpose; **And** all Vaults, Cellars, Areas, Ways, Passages,
Drains, Waters, Water-courses, Lights, Easements, Profits, Commodities, Emoluments
and Appurtenances whatsoever belonging, and which shall belong to the said hereby demised
Premises, or any Part or Parcel thereof; **Except nevertheless, and always reserved** Exceptions,
out of this present Demise, unto the said *A.* his Heirs and Assigns, and all other Persons
Proprietors and Landlords of Houses in *Plough-Yard* aforesaid, the free Passage and Running
of Water and Soil coming out of and from the other Houses or Tenements in *Plough-Yard*
aforesaid, in, by and through the Channels and Drains belonging to the said hereby demised
Premises, as have or hath been formerly used; such other Persons or their Tenants, upon
reasonable Request, paying their Share and Proportion of the Charges of Cleansing and Re-
pairing the said Channels and Drains as often as Need shall require; **To have and to hold** Habendum.
the said two Pieces or Parcels of Ground, two new Brick Messuages or Tenements, Erec-
tions and Buildings, and all and singular other the herein before mentioned and intended to
be hereby demised Premises, with their and every of their Appurtenances (except as before
excepted) unto the said *R. D.* his &c. from, &c. for, &c. **Yielding and paying** therefore Reddendum
for the first Year of the said Term, the Rent of one Pepper-corn only, on the last Day of the
same Year, (if the same shall be lawfully demanded); **And yielding and paying** therefore for first Year.
yearly and every Year during the last 60 Years, Residue of the said Term of 61 Years, unto Reddendum
the said *A.* his Heirs and Assigns, the yearly Rent or Sum of 14 *l.* of lawful Money of Great 14 *l.* per Ann.
Britain, at or upon the four most usual Feast or Quarter-Days for Payment of Rent in the Years.
Year, viz. &c. by four even and equal Portions; the first of which Quarterly Payments is
hereby agreed shall begin and be made upon, &c. **And** the said *R. D.* for himself, his Lessee's Co-
Heirs, Executors, Administrators and Assigns, and for every of them, doth covenant, venants, viz.
promise and agree, to and with the said *A.* his Heirs, Executors, Administrators and As-
signs, and to and with every of them, by these Presents, in Manner as follows, viz. **That** To take down
he the said *R. D.* his Executors, Administrators, or Assigns, shall and will forthwith, at his the old Mes-
and their own proper Costs and Charges, wholly take down the said old Messuage, Tene- suage,
ment, and Buildings, now or late standing upon Part of the said hereby demised Ground and
Premises; **Which** he and they are at Liberty entirely to level and clear away, and convert
all the old Materials thereupon to his and their own proper Use and Benefit, without being and to convert
liable to render or give any Account for the same to the said *A.* his Heirs or Assigns; **And** the Materials
also that he the said *R. D.* his Executors, Administrators or Assigns, shall and will at his Use.
and their like proper Costs and Charges, on or before the 24th Day of *June* now next To build two
ensuing, and which will be in the said Year of our Lord —, in a good, substantial, and new Brick
workmanlike Manner, erect, build, perfect and completely finish two good new Messuages, Messuages,
or Tenements on the said hereby demised Pieces or Parcels of Ground, or some Part thereof; &c.
and shall and will build the same with and of good and well burnt Bricks, made according
to

To range,
&c. and not
to exceed
above three
Feet, &c.

to the Statute in that Behalf lately passed and provided, and Morter made with good Lime and Sand well mixed, without any Earth or Loam, (saving that the Rubbish of the old Walls may be used therein, being well mixed with a proper Quantity of new Lime); the Height of Stories, Thickness of Walls, and Scantlings of Timber, to be such as are directed and appointed according to the late Act of Parliament, and in such Manner as new Houses are now used and built in the City of *London*; And that the said two new Houses shall be built in Front next the said Court or Yard, to range with the said two new Messuages there now built by the said *A.* And that as to the uppermost of the said two Houses so to be built, the same shall not exceed, extend or be above three Feet forward in Building than the other Houses there adjoining on the West Side, and lately purchased by Mr. *W.* And further also, &c. (Covenant to pay the Rent, &c. usual Covenants.) In Witness, &c.

One of the Duke of B.'s Leases as to Building.

Houses fallen
down.

THIS Indenture, &c. Between the most Noble *W.* Duke and Earl of *B.* Marquis of *T.* Lord *R.* Baron *R.* of *T.* and Baron *H.* of *S.* of the one Part, and *E. E.* of &c. of the other Part; **Whereas** there are two Houses lately fallen down and now in Ruins in *H. Street* in the Parish of — and other adjacent Houses are by their Fall so greatly damaged and impaired, that it is feared they likewise soon will fall into the same unhappy Condition, if not timely prevented, one of which said Houses contains in Front twenty-one Feet and six Inches of Aftise, more or less, which now is in a shattered and ruinous Condition, occasioned by the Fall of the said two other Houses, whereof one was thereunto next adjoining, (Parcel of the Estate and Hereditaments in the said Parish of, &c. of his Grace the said Duke of *B.*) late was in the Tenure or Occupation of him the said *E. E.* by Virtue of an Agreement by him made with *H. S.* Esq; Commissioner and Agent for his Grace the said Duke of *B.* for and on Behalf of the most noble *W.* late Duke of *D.* (then Guardian and Trustee to his Grace the said Duke of *B.* in his Minority) and on Behalf also of the said Duke of *B.* bearing Date the 21st Day of *February* in the Year, &c. for the Term of seven Years, commencing upon *Michaelmas* Day then next ensuing, at and under the yearly Rent of 60*l.* and other the Reservations, Covenants and Conditions therein expressed and contained: **In Consideration** of which Agreement, the said *E. E.* laid out a considerable Sum of Money in and about the Repairs and Improvements of the Premises, which with the Imbezilment of his Goods, and great Damage and Loss of his Furniture and Moveables, in the sudden and hasty Removal of the same, is altogether lost to him: **Now this Indenture witnesseth,** that as well for and in Consideration of the Costs and Charges the said *E. E.* will be at in taking down the old Buildings, now standing on the Piece or Parcel of Ground hereby after demised, (which he is at Liberty to do, and to take, and convert to his own proper Use all the old Materials thereupon), and in Erecting and Building a new Messuage or Tenement thereupon, in Manner herein after mentioned: **Also** in Consideration of the Surrender and Yielding up into the Hands of his Grace the abovenamed Duke of *B.* the said in Part recited Agreement, on which there is a Term of four Years from *Michaelmas* next ensuing the Date hereof yet to come and unexpired of him the said *E. E.* of and in the same; **As also** of the yearly Rent, Covenants, Conditions and Agreements, herein and hereby after reserved, expressed and contained, by and on the Part and Behalf of the said *E. E.* his Heirs Executors, Administrators and Assigns, to be paid, observed and performed, **The** said *W.* Duke of *B.* hath demised, leased, set, and to Farm let, and by, &c. **Do** the said Duke of *B.* **Doth**, &c. unto the said *E. E.* his Executors, Administrators and Assigns, **All** that Piece or Parcel of Ground whereupon the aforesaid ruinous Messuage, Tenement or Dwelling-house yet stands, late in the Tenure or Occupation of the said *E. E.* next adjoining to the House or Ground towards the East, now agreed to be let unto *J. J.* of the said Parish of — Bricklayer, and towards the West adjoining to and abutting upon the House or Ground now proposed to be let unto, and in the Tenure or Occupation of *J. S.* Mercer, situate and being on the South Side of *H. Street* in the said Parish of — (Which said Premises are more particularly and exactly delineated and described in the Plan on the Ground-Plot of the Premises in the Margin hereof), together with the new Messuage or Tenement to be erected and built thereon, pursuant to the Covenant for that Purpose herein after contained; **And** all Vaults, Areas, Lights, Ways, Drains, Water-courses, Profits, Commodities and Appurtenances whatsoever, belonging and which shall belong to the said *E. E.* (except nevertheless and always reserved out of this present Demise, the free Passage and Running of Water and Soil coming out of and from the other Houses or Tenements of the said Duke of *B.* and his other Tenants in the said Parish of — in, by and through the Channels and Drains belonging to the said demised Premises, as have been formerly used; such other Tenants, upon reasonable Request, paying their Share and Proportion of the Charges of Cleansing and Repairing the same, as often as Need shall require; **To have and to hold** the

the said Piece or Parcel of Ground, or Tenement and Premises hereby demised, or mentioned and intended so to be, with their and every of their Appurtenances, (**Except** before excepted unto the said *E. E.* his Executors, Administrators and Assigns, from, &c. for and during and unto the full End and Term of 61 Years from thence next ensuing, and fully to be complete and ended; **yielding and paying** therefore for the first Year of the said Term, the Rent of one Pepper-corn only on the last Day of the same Year, if the same shall be lawfully demanded); **And yielding and paying** yearly and every Year during the 60 Years Residue of the said Term of 61 Years, at or in the Steward's Office, in or near the Capital Dwelling or Mansion House of the said Duke of *B.* situate, &c. and commonly now called, &c. the yearly Rent or Sum of 20*l.* of, &c. (being the best and most yearly Rent that could now be got for the same) at or upon the four most usual Feasts, &c. **And** the said *E. E.* for himself, his Heirs, Executors, Administrators and Assigns, doth covenant, promise and agree, to and with the said *W. Duke of B.* his Heirs, Executors, Administrators and Assigns, and to and with every of them by these Presents, in Manner and Form following, that is to say, that he the said *E. E.* his Heirs, Executors, Administrators or Assigns shall and will within the Space of twelve Months next after the Commencement of the said Term herein before and hereby granted, at his and their own proper Costs and Charges, wholly take down the old Buildings now standing in the said Piece or Parcel of Ground hereby demised, which he and they are at Liberty entirely to level and clear away, and convert all the old Materials thereupon to his and their own proper Use, **And** in a good substantial and workmanlike Manner erect and build, perfect and finish a new Messuage or Tenement on the said Piece or Parcel of Ground, even in Front with other Houses or Tenements of the said Duke of *B.* and shall and will build the same with and of good and well burnt Bricks, made according to the Statute in that Behalf lately passed and provided, and Mortar made with good Lime and Sand well mixed, without any Earth or Loam, (saving that the Rubbish of the old Walls may be used therein, being well mixed with a proper Quantity of new Lime), the Height of Stories, Thickness of Walls and Scantlings of Timber, to be such as are directed and appointed for the best and second Rate Buildings, in and by the Act of Parliament for Rebuilding the City of *London*, or more, such new Messuage or Tenement to contain nine Ground Squares upon the Flat, or more; and to contain in Front 24 Feet of Aftise, and no more, and in Depth from North to South 86 Feet of Aftise, or thereabouts; **And also** (*Covenant to pay the Rent*); **And likewise** that he the said *E. E.* his Executors, Administrators or Assigns, shall and will, from Time to Time during the Term of this present Demise, bear, pay and discharge all Rates, Duties and Assessments to the Church, Parish and Poor, Sewers, Trophy Money, Taxes on Windows or Lights, and finding and bearing Arms to the Militia; **And** shall and will also bear, pay and discharge all such Rates and Assessments, for or towards the Maintenance of the Rector and his Curate, or Assistant, and other Church Officers of the Parish of — as shall during the Term of this present Demise be assessed by the Churchwardens of the same Parish for the Time being, or any two of them, upon the said demised Premises, or the Inhabitant or Inhabitants thereof for that Purpose; **And** all other Taxes, Rates, Duties and Assessments imposed or charged, and which shall be imposed or charged on the said demised Premises, or any Part thereof; **Yet nevertheless** he and they to be allowed the Land Tax charged upon Lands by the Authority of Parliament, yearly and every Year during the last 60 Years of the said Term of 61 Years, on his or their producing a Receipt or Receipts for the same, as usual, in Part of Payment of the said reserved Rent of 20*l.* per Ann. for so much as shall be taxed and charged by Act of Parliament for the Landlord for the Time being to pay, for or in Proportion to the same reserved yearly Rent. **And furthermore**, that he the said *E. E.* his Heirs, Executors, Administrators or Assigns, shall and will, from and after such Time as the said new Messuage or Tenement shall be erected and built (as aforesaid) from Time to Time, and at all Times during the Continuance of the Term of this present Demise, at his and their own proper Costs and Charges, when and as often as Need shall require, well and sufficiently repair, uphold, support, maintain, amend, pave, scour, cleanse, empty and keep the same new Messuage or Tenement, and all other Buildings and Erections which during the Term hereby granted shall be erected and built on the said demised Piece or Parcel of Ground and Premises, and all the Walls, Posts, Pales, Rails, Fences, Pavements, Grates, Sinks, Drains and Houses of Office thereto belonging, and which shall belong to the same, in, by and with all Manner of needful and necessary Reparations, Cleansings and Amendments whatsoever; **And also** shall and will, together with the other Tenants or Lessees of the said Parcel of new Buildings on the South Side of the said Street, contribute his and their Part, Share and Proportion of the Expence and Charge of sinking and building a new Common Sewer, of sufficient Depth, to drain the Cellars and Vaults of the said new Houses, pursuant and according to the Covenant for that Purpose by him made for rebuilding the Premises as aforesaid; and from and after such Time as the said new Common

Covenant to
take down the
old Buildings,

and build new
ones.

Rent.
Taxes.

Parson.

All other
Taxes.

King's Tax.

To repair,

and contri-
bute towards
Common
Sewers.

Re entry on
Non-pay-
ment, or per-
mit particular
Trades.

mon Sewer shall be sunk and built as aforesaid, shall and will from Time to Time, during the said Term, bear, pay and allow a reasonable Share and Proportion for or towards the Making, Supporting, Repairing and Amending of all Party Walls, Party-Gutters, common Sewers and Drains, belonging and which shall belong to the said demised Premises, or any Part thereof, when and as often as Need or Occasion shall be and requite; And the said Messuage, or Tenement and Premises, and every Part thereof, with the Appurtenances, so being well and sufficiently repaired, &c. shall and will at the End, Expiration, or other sooner Determination of the said Term, peaceably and quietly leave, surrender and yield up unto the said Duke of B. or the Person or Persons who for the Time being shall be intitled to the Reversion or Remainder of the Premises expectant on the Determination of the said Term. **And moreover,** (to view, &c.) And that he the said E. E. his Heirs, Executors, Administrators or Assigns, shall and will upon Demand repay to the said Duke of B. or to the Person or Persons so to be intitled in Reversion or Remainder as aforesaid, all and every such Sum and Sums of Money as he or they shall have expended and paid in, for or about the same. **And further,** that he the said E. E. his Executors, Administrators or Assigns, or any of them, shall not or will, at any Time during the Continuance of this present Demise, do, or wittingly or willingly suffer any Act, Matter or Thing to be done in or upon the said demised Premises, or any Part thereof, that shall or may be or grow to the Annoyance, Grievance, Damage or Disturbance of the said now Duke of B. his Heirs or Assigns, or the Person or Persons so to be intitled in Reversion or Remainder as aforesaid, or his or their other Tenants in the said respective Parish of, &c. aforesaid. **Provided always nevertheless,** that if the said yearly Rent or Sum of 20 l. shall happen to be behind, &c. or unpaid, in Part or in all, by the Space of 14 Days next after any of the said Feasts or Days of Payment whereon the same ought to be paid as aforesaid; or in Case the said E. E. his Executors, Administrators or Assigns, shall permit or suffer any Person or Persons to inhabit or dwell in the said demised Premises, or any Part thereof, who shall use and follow the Trade of a Brewer, Baker, Butcher, Vintner, Victualler, Poulterer, Fishmonger, Cheesemonger, Soapboiler, Distiller, Brasier, Pewterer, Smith, Farrier, Tallowchandler or Pipemaker, without the Licence of the said Duke of B. or the Person or Persons so to be intitled in Reversion or Remainder as aforesaid, or of his or their Steward, or other Agents for the Time being, or under his or their Hand and Seal first had and obtained in Writing for that Purpose; then and from thenceforth, in any of the said Cases, it shall and may be lawful to and for the said Duke of B. and the Person or Persons so to be intitled in Reversion or Remainder as aforesaid, into and upon the said hereby demised Premises, or any Part thereof, in the Name of the Whole to re-enter, and the same to have again, repossess and enjoy, as in his or their first and former Estate and Right; this Indenture, or any Thing therein before contained to the contrary thereof, in any wise notwithstanding. **And** the said W. Duke of B. doth for himself, his Heirs, Executors, Administrators and Assigns, covenant, &c. (For peaceable Enjoyment). **In Witness, &c.**

Covenant to build four Houses, and a Wharf or Dock.

— **And** that he the said A. his Executors, Administrators or Assigns, shall and will before the Feast-Day of the Nativity of St. John the Baptist, which shall be in the Year of our Lord — at his and their own proper Costs and Charges, erect, new build and set up upon the Foundations, as they are now laid, four good and substantial Brick Messuages or Tenements, according to the Rate of third Rate Buildings, appointed by Act of Parliament for building of London; **And also** shall and will, at his and their like Costs and Charges, before, &c. make one good and sufficient Dock, in and upon that Part of the Premises which is now digged up for the same Purpose, or else shall and will, on or before, &c. fill up the said Place so digged up for a Dock, and in the room thereof make one good and sufficient Wharf all along the said Premises; **And** if the said Wharf or Dock shall not be made in Manner as aforesaid, or if the Reparations of the above demised Premises, with the Appurtenances, from Time to Time, within the Space of three Months next after every or any Notice or Warning shall be given or left in Writing as aforesaid, shall not be well and sufficiently repaired, made and done according to the true Intent and Meaning of the Covenants aforesaid; that then and from thenceforth, and at all Times afterwards, in any or either of the said Cases, it shall, &c.

A West Country Lease for 99 Years, determinable on 3 Lives, with Varieties of Reservations, Provisoes and Covenants, very useful Precedents for such Estate.

THIS Indenture made, &c. Between G. P. of, &c. Esq; of the one Part, and S. A. the younger of, &c. of the other Part, **Witnesseth**, that the said G. P. as well for and in Consideration of the Sum of 36 l. 9 s. 6 d. of, &c. to him in Hand, &c. as also in Consideration of the Rent, &c. herein after likewise mentioned on the Part and Behalf of the said S. A. his Executors, Administrators and Assigns, to be paid, performed and kept, **Doth** demise, leased and to Farm letten, and in and by these Presents he the said G. P. **Doth**, &c. unto the said S. A. his Executors and Administrators, **All** that Messuage or Tenement with the Appurtenances, sometime heretofore called or known by the Name of *W. House*, and of late *R. D. House*, together with one little Piece of Ground called *Dog-lane*, and the Herb Garden lying, adjoining and belonging thereunto; all which said Premises are situate, &c. and now are in the Tenure or Possession of the said S. A. his Assignee or Assignees; **Except** and always reserved out of this present Demise unto the said G. P. his Heirs and Assigns, **All** Quarries and Mines whatsoever, **And** all Sorts of Trees, whatsoever of Oak, Ash and Elm, and Saplings likely to be Timber-Trees, now growing and hereafter to be growing in and upon the said Premises or any Part or Parcel thereof, **With free Liberty** of Ingress, Egress and Regress to and for the said G. P. his Heirs and Assigns, and for his and their Servants, Labourers and Workmen, and for such other Person and Persons as shall be by the said G. P. his Heirs and Assigns lawfully authorized for that Purpose, to dig, draw Stone Mines, fell, root, hew, divide and to lay, place, and to work up, lay and carry away the same with all Manner of Carriages, at all or any Time and Times whatsoever, during the Term herein after mentioned; **And also excepted and always reserved**, now and at all Times hereafter, during the Term herein after mentioned, unto the said G. P. his Heirs and Assigns, **All** and all Manner of Game, Wildfowl and Fish, of what Nature or Kind soever, that now is and at any Time hereafter shall or may happen to be on the said demised Premises, or any Part thereof; as also the intire Privilege, full, free and sole Liberty and Power of Hunting, Coursing, Fowling and Fishing in and upon the said Premises, at his and their several and respective Wills and Pleasures; **And** to that End and Purpose **It is hereby declared** and agreed, that it shall and may be lawful to and for him the said G. P. his Heirs and Assigns respectively, from Time to Time, and at all Times, during the Term herein after mentioned, and to and for his and their respective Companions and Servants, accompanying or attending on the said G. P. his Heirs or Assigns, at such Sports with Dogs and Horses to enter into the said Premises, or into any Part of them, in order to hunt, course, fowl and fish, and the Game, Fowl and Fish so there to be killed or taken, to carry away and have to the only Use of the said G. P. his Heirs and Assigns respectively; **Provided** that he the said G. P. his Heirs and Assigns, and his and their Companions, Servants, Horses and Dogs do no more Damage or Hurt to the said Premises than what necessarily happens in the following such Game; **To have and to hold** the said Messuage, Tenement and all and singular other the demised Premises with the Appurtenances (except before excepted) unto the said S. A. his Executors and Administrators, from, &c. for and during the full Time and Term of — Years from henceforth next ensuing, and fully to be compleat and ended, if and so be that he the said S. A. G. A. his Brother, and — or any or either of them, shall so long happen to live: **Yielding and paying** therefore yearly and every Year, during the said Term, unto the said G. P. his Heirs and Assigns, the Rent of 4 l. of, &c. (freed, cleared and discharged of and from and without any Deduction, Defalcation or Allowance of or for any Assessments, Rates and Taxes whatsoever) at, &c. **And also yielding and paying** unto the said G. P. his Heirs and Assigns, immediately upon and after the Death and Decease of every and either of them the said S. A. G. A. and — the Sum of 5 l. of, &c. [for and in the Name of an Heriot or Farlieu: **Provided** always, that living the said S. A. no such Heriot or Farlieu shall be paid upon and after the Death of the said G. A. and — or either of them, or living the said G. A. no such Heriot or Farlieu shall be paid upon and after the Death of the said — then &c. **And** the said S. A. doth for himself, his, &c. covenant, &c. that he the said S. A. his, &c. shall and will well and truly pay, &c. or cause to be satisfied and paid unto the said G. P. his Heirs and Assigns, the said yearly Rent of 4 l. hereby reserved as aforesaid, in such Manner and at such Time and Times, as the same shall herein and hereby respectively become due and payable to the said G. P. his Heirs and Assigns as aforesaid; **And also** the said S. A. for himself, his Executors, Administrators and Assigns, doth further covenant, &c. to and with the said G. P. his, &c. by, &c. in Manner, &c. that he the said S. A. his, &c. shall and will sustain, uphold, repair and in good Repair keep, and sufficiently maintain and keep up all and singular the said demised Premises in Houses, Walls, Coverings,

Coverings, Windows, Doors, Hedges, Ditches, Bars, Stiles, Gates, Posts and Fences, and in all other needful and necessary Reparations from Time to Time and all Times hereafter, when and as often as Need shall be and require, by and at the only and proper Costs and Charges of the said *S. A.* his Executors, Administrators and Assigns, during the said Term hereby granted; **And** the same, and every Part and Parcel thereof, well and sufficiently repaired and kept up in every Respect, at and in the End of the said Term, the same Premises in like good Repair shall and will quietly and peaceably leave and yield up, and also the Indenture of Lease, into the Hands and Possession of the said *G. P.* his Heirs or Assigns; **And** for and towards the said Reparations the said *S. A.* his Executors, Administrators and Assigns, shall except, take and have such Timber growing on the said Premises, as the said *G. P.* his Heirs or Assigns, or his or their Officer for the Time being, shall only deliver or allow the same, making no Waste or Spoil thereof; **And also** shall and will do and perform all such Suits and Services from Time to Time, yearly, unto all and every the Court and Courts of the said *G. P.* his Heirs and Assigns, to be holden and kept within and for his Manor of *N. M.* as other the Tenants of the said Manor thereto have been accustomed, or ought to do and perform, upon reasonable Warning, during the said Term; **And also** shall and will grind and do suit with all his and their and every of their Corn, Grist, Grain and Malt, to the Mills of the said *G. P.* his Heirs and Assigns, commonly called or known by the Name of *F. Mills*, during the said Term hereby granted; **And also** upon Warning shall and will do and perform by an able Workman, one Day's Work yearly, to help cleanse and repair the Head, Wear and Leet of the said Mills during the said Term; **And also** shall and will do and perform the Office of a Reeve within the said Manor of *N. M.* when and so often as thereunto elected and chosen by the Steward and Homage of the said Manor, during the said Term; **And also** upon due Warning shall and will do and perform, by an able Workman, one Harvest Day's Work yearly, within the Parishes of *N. M.* and *T.* or one of them, during the said Term; **And also** shall and will keep a Dog from Time to Time yearly, for the said *G. P.* his Heirs and Assigns, during the said Term: **Provided always nevertheless**, and it is hereby declared and agreed between the Parties hereunto to be the true Intent and Meaning of them and of these Presents, that if the said yearly Rent of 4 *l.* or any Part thereof, shall happen to be behind, &c. by the Space of 10 Days next after the same shall respectively become due and payable as aforesaid (being lawfully demanded, and not paid) and no sufficient Distress or Distresses in or upon the said demised Premises can or may be had or found or lawfully come by, whereby the said Rent so being behind, together with the Arrears thereof and Charges (if any be) can or may be levied and paid; **And** if the said *S. A.* his Executors or Administrators, or other the Owner or Occupier of the said demised Premises, by Virtue of or under these Presents, do or shall, and any Time or Times within the said Term, assign and set over his or their Estate and Interest hereby granted in the said Premises, or any Part or Parcel thereof, to any Person or Persons whatsoever, **And** shall and do set or let the same or any Part thereof to any Person or Persons whatsoever, otherwise than from Year to Year, and that but for one Year, and at Pasture only, and not to Tillage, at any Time without the Licence in Writing under the Hand and Seal of the said *G. P.* his Heirs or Assigns, in either of the said Cases first had and obtained, and that for no longer Time or otherwise than in such Licence shall be expressed; and so as a Copy of such Assignment set or let, be within 28 Days next after the making thereof attested to be a true Copy of the same, by two or more Witnesses, delivered unto the said *G. P.* his Heirs or Assigns, or unto his or their Steward of the said Manor for the Time being; **And** if the said *S. A.* his Executors or Administrators, or any other Tenant or Occupier of the said demised Premises, or any Part thereof, shall or do, during the said Term, commit or suffer any ill Husbandry, Waste, Spoil or Destruction, in or upon the said Premises, or any Part of the same; **And** permit or suffer such Premises, or any Part thereof, to be ruinous or in Decay to the Value of 10 *s.* and shall not within two Months next after Notice and Warning thereof and for that Purpose, unto him or them, or unto the Tenant or Occupier of the said demised Premises, or of the greatest Part thereof for the Time being, or by some other Agent thereunto appointed, well and sufficiently amend and repair the same, or tender and pay unto the said *G. P.* his Heirs or Assigns, sufficient Amends and Recompence for the same; **And** if the said *S. A.* does not appear, or his Executors, Administrators or Assigns do not cause the said *G. A.* and — or one of them, to appear at the next Court to be holden for the said Manor of *N. M.* within one Year next after every Notice and Warning thereof, and for that Purpose, unto him or them, or unto the Tenant or Occupier of the said demised Premises, or of the greatest Part thereof for the Time being, given as aforesaid, during the said Term; **And** if it be not then made appear by good and sufficient Proofs upon Oath, that the said *S. A. G. A.* and — are or that one and which of them is living, and the Place or Places of his, her or their Abode and Residence declared and made known unto the said *G. P.* his Heirs or Assigns, or unto his or their Steward of the same Manor for the

Time being; **Or** if the said *S. A.* his Executors, Administrators or Assigns, do or shall at any Time within the said Term remove, convey or carry away any Soil, Dung, Compost or Earth, out of or from the said Premises, and not improve or manure the said demised Premises therewith; **Or** if the said *S. A.* his Executors, Administrators or Assigns, or any or either of them, shall and do at any Time or Times hereafter, during the Term aforesaid commit, or wittingly or willingly suffer to be committed, omit or suffer to be omitted, any Act or Acts, Thing or Things whatsoever, which shall or may be prejudicial or hurtful to the Estate of Inheritance of the said *G. P.* his Heirs and Assigns, or whereby the Inheritance of the said Premises, or any Part or Parcel thereof, shall or may be discontinued or evicted from the said *G. P.* his Heirs or Assigns, or any Thing else that is or may be any wise contrary or not agreeable to what is contained in these Presents on the Part and Behalf of the said *S. A.* his Executors, Administrators and Assigns, to be done, paid and performed; **That** then and from henceforth, for all, any or either of the said Causes, it shall and may be lawful to and for the said *G. P.* his Heirs and Assigns, or either of them, into and upon the said demised Premises, or any Part thereof, to re-enter, and the same, and every Part and Parcel thereof, to have again, repossess and enjoy, as in his first and former Estate; these Presents, any Clause, Article or Thing herein contained to the contrary thereof, in any wise notwithstanding. **And** the said *G. P.* doth for himself, his Heirs and Assigns, covenant and agree to and with the said *S. A.* his Executors, Administrators and Assigns, by these Presents, in Manner and Form following; (that is to say) That he the said *S. A.* his Executors, Administrators and Assigns, by and under his and their due Payment, Obedience and Performance of all the Rents, Suits, Services, Restrictions, Covenants, Conditions, Provisoes and Agreements, in these Presents contained, on his and their Parts and Behalves to be made, kept and performed, shall and may from henceforth, during the said Term, quietly and peaceably have, hold, &c. **In Witness,** &c.

A Demise for three Lives of a Moiety of an Estate in D. also a Demise of a Third Part of another Estate for several Reversionary Lives, under several Rents and Heriots, upon Deaths, &c. Drawn by Serjeant B.

THIS Indenture, &c. Between *H. S.* Esq; of the one Part, and *J. B.* Serjeant at Law, of the other Part, Witnesseth, that the said *H. S.* (for and in Consideration of the Sum of 300 *l.* of, &c. unto him in Hand paid by the said *J. B.* the Receipt whereof is hereby acknowledged) hath demised and granted, and by these Presents doth demise and grant unto the said *J. B.* his Executors, Administrators and Assigns, One undivided Moiety or Halfendal, of all that Messuage and Tenement, with the Appurtenances, called or commonly known by the Name of *L. C.* situate within the Parish, and Parcel of the Manor of *S.* in the said County of *D.* **And** the Moiety of all Houses, Outhouses, Edifices, Buildings, Lands, Meadows, Pastures and Hereditaments thereunto belonging, or therewithal usually demised, held, occupied or enjoyed, or accepted, reputed, deemed or taken to be Part, Parcel or Member thereof, and the Reversion and Reversions, Remainder and Remainders, Rents, Suits and Services thereof; (**Except** and always reserved out of this present Demise and Grant, all Timber Trees, and Trees likely to be Timber, now growing or hereafter to grow upon the Premises, or any Part thereof, with Liberty to fell, cut down and carry away the same by the said *H. S.* and others the Lords of the Freehold and Inheritance of the Premises for the Time being); **To have and to hold** the said Premises herein before demised and granted, with their Appurtenances, unto the said *J. B.* his Executors, Administrators and Assigns, from the 29th Day of September now last past, for and during the Term of 99 Years thence next ensuing, and fully to be compleat and ended, if *E. B.* and *M. B.* Three Lives. (Daughters of the said *J. B.*) and *A. B.* (Son of the said *J. B.*) or any or either of them shall so long live; **Yielding and paying** therefore yearly, during the said Term, the Rent of Money Rent. 1 *l.* 5 *s.* 3 *d.* by quarterly even and equal Payments; **And also Yielding and paying** the Sum of 4 *l.* of, &c. upon the several Deaths of them the said *E. B.* *M. B.* and *A. B.* for and in the Name of an Heriot or Farlieu: **Provided** that living the said *E. B.* no such Heriot or Sum of Money shall be paid on the Deaths of the said *M. B.* and *A. B.* or either of them, nor upon the Death of the said *A. B.* living the said *E. B.* and *M. B.* or either of them; **And** the said *H. S.* (for and in Consideration of the further Sum of 20 *l.* of like Money, Second Demise of a third Part of the other Premises, commonly called or known by the several and respective Names of, &c. **To have and to hold** the said third Part of the said Messuage and Tenement called *L.* with the Appurtenances, unto the said *J. B.* his Executors, &c. for and during the Term of 99 Years, if Life, com-

men-
Death of two
other Lives.
Money Rent.
Heriot.
Second Habend-
dum, the like
as the first for
another Life,
being of G.'s
Tenement.

if the said *E. B.* shall so long happen to live; the said Term to commence and begin immediately from and after the Deaths of *W. F.* and the said *A. B.* **Yielding and paying** therefore yearly during the said Term, the Sum of 5*s.* 8*d.* by four even and equal quarterly Payments; **And also yielding and paying** upon the Death of the said *E. B.* (he dying after the Commencement of the said Term) the Sum of 20*s.* for and in the Name of an Heriot or Farlieu; **And to have and to hold** the said third Part of and in all that third Part of *G.* Tenement, late in the Tenure of the said *E. M.* deceased, with the Appurtenances, unto the said *J. B.* his Executors, Administrators or Assigns, for and during the Term of 99 Years, if the said *A. B.* shall so long happen to live; the same Term to commence and begin immediately from and after the Deaths of *M. M.* and *S. B.* (Son of the said *J. B.*); **Yielding and paying** therefore yearly, during the said Term, the Sum of 7*l.* by four even and equal quarterly Payments; **And also yielding and paying**, upon the Death of the said *A. B.* (he dying after the Commencement of the same Term) the Sum of 20*s.* for and in the Name of an Heriot or Farlieu, (*three other Habendums as to V. C. of B. S. for three several other Lives, commencing on Death of two other Lives, now in Being, with Money, Rents and Heriots, as above*). **And** the said *J. B.* for himself, his Executors, Administrators and Assigns, doth covenant, promise, grant and agree to and with the said *H. S.* his Heirs and Assigns, by these Presents, in Manner and Form following; (that is to say) that he and they shall and will well and truly pay, or cause to be paid the said several Rents and Heriots hereby reserved, when and as often as the same shall become due and payable; and shall do Suit and Service to the Courts of the several Manors of which the demised Premises respectively are Parcels, during the said Terms respectively hereby granted, and during the same Terms shall and will repair the Premises respectively, when and as often as Need shall require; **And** at the Ends of the said Terms shall and will leave and yield up the same, so well and sufficiently repaired, having and taking Timber on the Premises for such Repairs, if there to be found. **In Witness, &c.**

Lessee cove-
nants, viz.
to pay Rents
and Heriots,
to do Suit and
Service, to
repair, &c.

A Lease from the Bishop of Durham for three Lives.

THIS Indenture made the — Day of — in the Year of our Lord — and in the — Year of the Reign of, &c. **Between** the Right Reverend Father in God, the Right Honourable *N.* by the Grace of God, Lord Bishop of *Durham*, of the one Part, and *W. R.* of the City of *L.* Esq; of the other Part, **Witnesseth**, that the said Reverend Father, for and in Consideration of the Rents and Services herein after mentioned, and for divers other good Causes and Considerations him thereunto moving, **hath** demised, granted, and to Farm letten, and by these Presents, for him and his Successors, **Doth** demise, grant, and to Farm let, unto the said *W. R.* his Heirs and Assigns, **All that** Close of Pasture with the Appurtenances, sometime in the Occupation of *M. C.* and all that Meadow Close adjoining thereunto, heretofore in the Tenure of *J. R.* and since demised, amongst other Things, to *T. S.* of the City of *D.* Taylor, situate, lying and being within the Township, Fields and Territories of *Darlington*, now in the Possession of the said *W. R.* or his Assigns; **To have and to hold** the said Parcels of Meadow and Pasture Ground and Premises, with their and every of their Appurtenances, unto the said *W. R.* his Heirs and Assigns, from the Making hereof for and during the natural Lives of *R. R.* Son of the said *W. R.* aged 15 Years, or thereabouts, *T. S.* of *Durham*, Taylor, aged fifty-five Years, or thereabouts, and of *T. F.* Widow, and Relict of *J. F.* late of *Hill-Close-House* near *Darlington* in the County of *Durham* Gent. aged forty-seven Years, or thereabouts, and during the Lives and Life of the longest Liver of them; **Yielding and paying** therefore yearly, during the said Term, unto the said Reverend Father and his Successors, or to the Receiver General of the said Bishop of *D.* for the Time being, at the Exchequer at *D.* the Rent or Sum of 12*s.* of lawful Money of *Great Britain*, at the Feast of the Purification of our Blessed Lady *St. Mary* the Virgin, *Pentecost*, *Lammas* and *Martin* the Bishop in Winter, by even and equal Portions; **And** if it shall happen that the said yearly Rent or Sum of 12*s.* or any Part thereof, be behind or unpaid by the Space of twenty Days after any of the said Feasts on which the same ought to be paid, that then and from thenceforth it shall and may be lawful to and for the said Right Reverend Father, and his Successors, into the said demised Premises, or some Part thereof, in the Name of the Whole, to re-enter, and the same to have again, repossess and enjoy in his and their former Estate; any Thing in these Presents contained to the contrary in any wise notwithstanding. **And** the said *W. R.* for himself, his Heirs and Assigns, **Doth** covenant, grant and agree to and with the said Reverend Father, and his Successors, that he the said *R. W.* his Heirs and Assigns, shall and will, during the said Term, well and sufficiently preserve, maintain and keep all Hedges, Ditches and Fences belonging to the said demised Premises, and at the End of the said Term yield up

up the same so well and sufficiently repaired and maintained; And further shall and will, during the said Term, duly and truly do and perform unto the said Reverend Father and his Successors, all such Customs, Duties and Services as for the said demised Premises have been accustomed, or of Right ought to be done and performed. In Witness whereof the said Parties to these Presents have interchangeably set their Hands and Seals, the Day and Year first above written.

Signed, sealed and delivered
in the Presence of

A Letter of Attorney to enter and deliver Possession and Seisin to the Lessee.

NOW all Men by these Presents, That *N.* Lord Bishop of *D.* within named, hath made, ordained, constituted and appointed, and by these Presents Doth make, ordain, constitute and appoint *R. H.* of *Darlington* in the County Palatine of *D.* Gent. his true and lawful Attorney, for him, and in his Behalf, into all and singular the Premises within mentioned to be demised, or into any Part or Parcel thereof, in the Name of the Whole, to enter, and thereof full and peaceable Possession and Seisin to take, and after Possession and Seisin had and taken, Possession and Seisin thereof to give and deliver to *W. R.* within named, or to such Person or Persons as he shall authorize or appoint to take or receive the same, according to the Form and Effect of the within written Indenture of Demise; hereby ratifying and confirming whatsoever the said *R. H.* shall do in or concerning the Premises. In Witness whereof the said *N.* Lord Bishop of *D.* hath hereunto set his Hand and Seal the — Day of — in the Year of our Lord — and in the — Year of the Reign of, &c.

Signed, sealed and delivered
in the Presence of

N. Duresme.

The like to receive Possession and Seisin.

NOW all Men by these Presents, That the within named *W. R.* hath made, ordained, constituted and appointed, and by these Presents Doth make, ordain, constitute and appoint *T. T.* of *Darlington* in the County Palatine of *D.* his true and lawful Attorney, for him and in his Name, to receive and take full and peaceable Possession, Livery and Seisin of all and singular the Premises within mentioned, to be demised to the said *W. R.* by the said Right Reverend Father in God, *N.* Lord Bishop of *D.* within named, for and during the natural Lives of the within named *R. R.* *T. S.* and *J. F.* or of any Part thereof in the Name of the Whole, according to the Force, Form and Effect of the written Indenture; and the said *W. R.* doth hereby ratify and confirm whatsoever his Attorney shall lawfully do concerning the Premises. In Witness whereof the said *W. R.* hath hereunto set his Hand and Seal the — Day of — in the Year of our Lord —

Signed, sealed and delivered
in the Presence of

W. R.

Memorandum of Possession being delivered.

Memorandum, That *R. H.* of *Darlington* in the County Palatine of *D.* Gent. by Virtue of the Power and Authority to him given and granted by the Right Reverend Father in God, *N.* Lord Bishop of *D.* did this — Day of — enter into the Premises within mentioned to be demised by the said Lord Bishop to the within named *W. R.* and take and deliver quiet and peaceable Possession, Livery and Seisin thereof, to *T. T.* of *Darlington* afore-said, authorized by the said *W. R.* to take and receive the same, according to the Force, Form and Effect of the within written Indenture, in the Presence of us,

Another Ejectment Lease.

THIS Indenture made the — Day of — in the Year of our Lord — and in the — Year of the Reign of our Sovereign Lord *George* the Second, by the Grace of God, of *Great Britain, France and Ireland* King, Defender of the Faith, &c. Between *E. D.* of *L.* Widow, of the one Part, and *E. F.* of *L.* Widow, of the other Part, Witnesseth, That the

the said *E. D.* for and in Consideration of the yearly Rent herein after reserved and contained on the Tenant's or Lessee's Part to be paid, and for divers other good Causes and Considerations her therunto moving, **Doth** demise, granted, and to Farm letten, and by these Presents **Doth** demise, grant, and to Farm lett unto the said *E. F.* **All** those two Closes of Meadow or Pasture Ground, commonly called the *Two long Closes*, and also one other Close called *The Spittle* next adjoining to the said *Two long Closes*, which said three Closes do contain together by Estimation seventeen Acres or thereabouts, be the same more or less; and one other Close called *The three Acres*, which doth contain by Estimation three Acres, be the same more or less; all which said Premises are situate, lying and being near *Upper-Hol-loway* in the Parish of *St. Mary Islington* in the County of *M.* together with all Ways, Passages, Waters, Water-courses, Profits, Commodities and Appurtenances whatsoever, to the said several Closes belonging or appertaining; **To have and to hold** the said several Closes or Parcels of Ground, Meadow and Pasture, and all and singular the Premises hereby demised, and every Part thereof with the Appurtenances, unto the said *E. F.* her Executors, Administrators and Assigns, from the — Day of — now last past, before the Date of these Presents, for and during and unto the full End and Term of five Years from thence next ensuing and fully to be compleat and ended; **Yielding and paying** therefore yearly and every Year, during the said Term, the Rent of one Pepper-Corn, at the Feast of *St. Michael* the Archangel, if the same be lawfully demanded: **Provided** always nevertheless, and upon this further Condition, That if the said *E. D.* her Executors, Administrators or Assigns, shall give or leave Notice in Writing with the said *E. F.* or at the last Place of her Abode, within one Month before the first Year of the Term hereby granted be expired, that she the said *E. D.* will have and enjoy the Premises herself, that then and in such Case, this present Indenture of Lease, and the Term hereby granted, shall cease, determine, and be utterly void. **In Witness** whereof the Parties above-named have to these Presents interchangeably set their Hands and Seals the Day and Year first above-written.

Sealed and delivered by the said *E. D.* upon Part of the Premises abovementioned, and Possession thereof delivered to the Lessee above named (this Indenture being first stamped) in the Presence of

Power for Landlords to keep Courts on the Premises.

AND further, that the said *J. M. &c.* shall and will yearly and every Year, during the said Term of 21 Years, upon reasonable Warning given, do his and their Suit and Service of the Court or Courts to be held for and within the Manor of *P.* alias *P.* so often as the Court shall be there holden and kept, during the said Term, so as the same exceed not more than twice in every Year, and be there ordered as other Tenants of the said Manor are or ought to be, and shall and will peaceably and quietly permit and suffer the Lord of the Manor of whom the said Premises are or shall be holden, together with his Steward, Servants and Officers, to keep Court for the said Manor in the said Messuage or Tenement called *Little H.* being the Manor-House, from Time to Time, and at all Times, as often as the said Lord, his Heirs or Assigns, shall think fit, during the said Term; **And also** shall and will, at their own proper Costs and Charges, give and allow to the said Lord and his Steward and his Assigns, when and as often as the Court shall be there kept, such reasonable Entertainment as hath been usually allowed and given by the said Farmer, Tenants, Occupiers of the said Messuage, Lands and Premises, as aforesaid, on such Occasion as aforesaid.

Not to fell any of the Coppices under three Years Growth.

AND also, that the said *J. M.* his Executors, Administrators and Assigns, shall not, nor will, at any Time, during the said Term of 21 Years, fell or cut, or cause to be felled or cut down all or any of the Coppices or Underwoods hereby leased, that shall be under the Growth of 12 Years, nor shall nor will, during the four last Years of the said Term, cut, or cause to be cut or felled any of the said Coppices, but shall leave and yield up the same of the full Age or Growth of three Years at the least, at the End of the said Term hereby leased, keep and maintain the said Coppices and Wood Grounds well fenced in and inclosed, and keep all Manner of Cattle out of the same, that shall or may hurt or destroy any of the Wood Grounds and Springs therein; and also if *J. M.* his Executors, Ad-

ministrators or Assigns, shall put into, or willingly or wilfully suffer any Cattle whatsoever, to come or be in the said Coppices or Wood Grounds, in or during the three last Years of the said Term, or within — after the cutting or felling of any Coppice-Woods or Under-woods, except Calves or Colts of one Year old; then and in such Case, and also so often he or they, for every Beast so being found trespassing or depasturing therein, shall and will forfeit and pay to the said J. W. his Heirs and Assigns, the Sum of 50 s. of lawful Money.

Covenant to have 10 Acres of Premises sown with Clover for Benefit of Landlord.

AND that he the said J. M. his Heirs, Executors, Administrators or Assigns, shall and will leave, or cause to be left in good Order and Husbandlike Manner, 10 Acres of the — Lands hereby leased, sown with Clover-grass, after the Rate of one Peck of Clover seed upon an Acre, growing and to be growing upon the same Lands, or some Part thereof, at the End of the said Term, or other sooner Determination of this present Lease, to and for the only proper Use and Benefit of the said J. W. his Heirs and Assigns.

A Reddendum to a Person for Life, and after to those in Remainder.

Paying and paying therefore yearly and every Year, during the said Term of 21 Years, at or in the Hall of the Mansion-House commonly called C. Hall, in, &c. the yearly Rent or Sum of 7 l. of, &c. unto the said D. and his Assigns, during the Life of the said D. and after his Decease, to such other Person and Persons, who for the Time being shall be intitled to the immediate Reversion or Remainder of the Premises hereby leased, expectant on the Determination of the said Term, at the four most usual Feasts, &c. the first of the said quarterly Payments, &c.

Covenant to repair Walls, plant Trees, &c.

AND after building of either and both of the said Walls to plant Trees on his Garden Ground on the other Side of the Walls, and to nail such Trees by him and them planted and the Sprigs thereof, against the Walls, for and during all the Residue of his said Term of 31 Years now to come therein, as he or they shall think fit; and that he or they, during the said four Years, shall pay no Rent for the said hereby leased Piece of Ground to the said C. S. her Heirs or Assigns, (other than and except the yearly Rent of 1 s. for such Planting and Nailing, as an Acknowledgment that the said Walls are the Property of her the said C. S. her Heirs and Assigns,) and so as he or they keep such Walls on the Side of his Ground pointed and repaired, and so as the Trees planted and nailed, in the last Year of the said Term, be left in such Manner as herein after mentioned, touching the same; and that he the said J. W. his Executors or Assigns, shall and will, during the Residue of his said Term, pay to the said C. S. her Heirs or Assigns, the said yearly Rent of 1 s. for his nailing against the said Wall, as an Acknowledgment for the same, as aforesaid; and also that he or they shall not, in the last Year of his said Term, do any Damage to the said Trees, so by him or them planted, nor draw any Nails from the same; and also that he and they shall and will, at his and their own Charge, keep the said Walls, in the whole Length thereof on his Side of the same, pointed and repaired, during all the Residue of his said Term of 31 Years, and shall so leave and surrender up the same at the End of the same Term, together with all such Trees as shall be by him or them planted and nailed in the last Year of the said four Years, unto the said C. S. her Heirs and Assigns, without committing any wilful Waste, Spoil or Damage to the same; **And** that it shall and may be lawful to and for the said C. S. her Heirs and Assigns, during all the Residue of the said Term of 31 Years (after the said Walls built) twice in every Year, to come into the Garden of the said J. W. his Executors or Assigns, to view and see if the said Walls are by him and them so pointed and repaired in Manner as aforesaid; and upon such View, in case of any Defect found therein, to give such Notice in Writing to him or them for the Pointing and Repairing of every such Defect, within three Months then next following; and in case he or they shall not, within the said three Months next after every such Notice, amend the same, then and in such Case, it is hereby mutually agreed between the Parties hereto, that he the said J. W. his Executors or Assigns, shall from thenceforth have no Liberty of Nailing his or their Trees against the said Walls, and then and in such Case the said yearly Rent 1 s. so payable by him or them as aforesaid, shall cease and determine.

Covenants concerning a Warren.

AND that the said *A. (the Lessee)* his, &c. at his and their own proper Coſts and Charges, ſhall keep up, amend, repair and ſufficiently maintain all Lands and Burrows of the ſaid Warren, and all Gates, Pales, Hedges, Fences, Ditches and Incloſures of or belonging to the ſame, or any Part thereof, with their and every of their Appurtenances, in good and tenantable Repair, Plight and Condition; and the ſame ſo well and ſufficiently repaired, amended and kept as aforeſaid in all Reſpects, ſhall and will, at the End or other ſooner Determination of this Leaſe, quietly and peaceably yield up and leave unto the ſaid *B. his Heirs or Assigns*: **And further**, that he the ſaid *A. his Executors, &c.* ſhall and will, during the Continuance of this Demiſe, keep and preſerve the uſual Stock or Number of Conies upon the ſaid Warren (being computed at 400 or thereabouts) and ſave the like Number, as near as can be, at the End or other ſooner Determination of this Demiſe, and ſhall and will leave as Stock upon the ſaid Warren; **And** if any Diſpute happen at the End or other ſooner Determination, of this Demiſe, concerning the Number of Conies left as Stock upon the ſaid Warren, or ſhould be left as Stock, in ſuch Caſe, the ſame to be decided by four indifferent Perſons, whereof two are to be choſen by the ſaid *B. his Heirs or Assigns*, and the other two, by the ſaid *A. his Executors, &c.* and their Judgment being made in Writing two Months after their being ſo elected, is hereby agreed and declared ſhall be binding and final to all the ſaid Parties to theſe Preſents.

A Letter of Attorney in a Leaſe for three Lives.

AND laſtly, the ſaid Duke doth by theſe Preſents conſtitute, ordain, and in his Stead and Place put *T. C. of, &c.* and *R. J. of, &c.* or either of them, his true and lawful Attorney or Attornies, for him and in his Name, Place and Stead, to enter into the ſaid Capital Meſſuage, and all and ſingular the Lands, Tenements, Hereditaments and Premiffes aforeſaid, and into every or any Part or Parts thereof, in the Name of the whole, and thereof to take Poſſeſſion, and after Poſſeſſion ſo thereof had and taken, full and quiet and peaceable Poſſeſſion and Livery and Seiſin to deliver to the ſaid *B. D. and K. his Wife*, or his or their lawful Attorney in that behalf; *Habendum* the ſame to the ſaid *B. D. and K. his Wife*, and their Heirs and Assigns, for and during the Lives of the ſaid *B. D. and K. his Wife*, and *E. their Daughter* aforeſaid, according to the Tenor and Effect of theſe Preſents; the ſaid Duke hereby ratifying and confirming whatſoever his ſaid Attornies, or either of them, ſhall do in that Behalf, by force and Virtue of theſe Preſents, as fully as if the ſaid Duke had been perſonally preſent and done the ſame. **In Witneſs, &c.**

*(a) Leaſe and Release.**A Bargain and Sale for a Year, to precede a Release.*

THIS Indenture, made the — Day of — in the — Year of the Reign of — Between *A. B. of, &c.* of the one Part, and *C. D. of, &c.* of the other Part, **Witneſſeth**, that he the ſaid *A. B.* for and in Conſideration of the Sum of Five Shillings of lawful Money of *Great Britain* to him in Hand paid by the ſaid *C. D.* at or before the Sealing and Delivery of theſe Preſents, the Receipt whereof is hereby acknowledged, **Doth** granted, bargained and ſold, and by theſe Preſents **Doth** grant, bargain and ſell unto the ſaid *C. D. his Executors, Adminiſtrators and Assigns*, **All** that Meſſuage, &c. (*Here mention the Premiffes that are to be ſold*) and the Reverſion and Reverſions, Remainder and Remainders, Rents, Iſſues and Profits of all and ſingular the ſaid Premiffes, and every Part and Parcel thereof, with the Appurtenances, **To have and to hold** the ſaid Meſſuage, &c. Lands, Hereditaments and Premiffes above granted, bargained and ſold, and every Part and Parcel thereof, with the Appurtenances, unto the ſaid *C. D. his Executors, Adminiſtrators and Assigns*, from the Day before the Day of the Date hereof, for and during, and until the

(a) Conveyances of Lands, eſpecially on Purchase, are now ſeldom made any other wiſe than by the eaſy Way of Leaſe and Release, and when neceſſary, a Fine or Recovery, or both, may be levied and ſuffered, and the Uſes declared.

the full End and Term of one whole Year, from thenceforth next ensuing, and fully to be compleat and ended; **Yielding and paying** therefore one Pepper-Corn, at or upon the Feast-day of *St. Michael* next ensuing the Date hereof, if the same shall be lawfully demanded: (*or on the last Day of the said Term, if the same shall be lawfully demanded*): **To the Intent**, that by Virtue of these Presents, and by Force of the Statute made for transferring of Uses into Possession, he the said *C. D.* may be in the actual Possession of all and singular the said Premises above bargained and sold, with the Appurtenances, and be thereby enabled to take and accept of a Grant and Release of the Reversion and Inheritance thereof to him and his Heirs, to the only proper Use and Behoof of the said *C. D.* his Heirs and Assigns for ever, (*If the Release be to Trustees to Uses, say, and be thereby enabled to take and accept of a Grant and Release of the Reversion and Inheritance thereof, to them and their Heirs, to, for and upon such Uses, Intents and Purposes, as in and by the said Grant or Release shall be thereof directed or declared.*) **In Witness, &c.**

A Release of an Estate.

THIS Indenture made, &c. **Between** *A. B.* of, &c. of the one Part, and *C. D.* of &c. of the other Part, **Witnesseth**, That the said *A. B.* for and in consideration of the Sum of—of lawful Money of *Great Britain*, to him the said *A. B.* in Hand well and truly paid, at or before the Sealing and Delivery of these Presents, the Receipt whereof he the said *A. B.* doth hereby acknowledge, and thereof and therefrom, and from every Part and Parcel thereof doth acquit, release, exonerate, and for ever discharge the said *C. D.* his Heirs, Executors and Administrators, and every of them, by these Presents, **Hath** granted, bargained, sold, aliened, released and confirmed, and by these Presents **Doth** grant, bargain, sell, alien, release and confirm unto the said *C. D.* (in his actual Possession now being, by Virtue of a Bargain and Sale to him thereof made, for one whole Year, by Indenture, bearing Date the Day next before the Day of the Date of these Presents, and by Force of the Statute made for transferring of Uses into Possession) and to his Heirs and Assigns, **All** that Messuage, &c. together with all Houses, Outhouses, Edifices, Buildings, Orchards, Gardens, Lands, Meadows, Commons, Pastures, and Common of Pasture, Feedings, Woods, Underwoods, Ways, Paths, Waters, Watercourses, Easements, Profits, Commodities, Advantages, Emoluments and Hereditaments whatsoever, to the said Messuage, &c. belonging, or in any wise appertaining, or which to and with the same now are, or at any Times heretofore have been held, used, occupied, accepted, reputed, taken or known, as Part, Parcel or Member thereof, or of any Part thereof; **And** the Reversion and Reversions, Remainder and Remainders, Rents, Issues and Profits of all and singular the said Premises, and every Part and Parcel thereof, with the Appurtenances; **And also** all the Estate, Right, Title, Interest, Property, Claim and Demand whatsoever, in Law or Equity of him the said *A. B.* of, in, and to all and singular the said Premises abovementioned, and of, in, and to every Part and Parcel thereof, with the Appurtenances; **And also** all Deeds Evidences and Writings touching or concerning the said Premises only, or only any Part thereof, together with true Copies of all other Deeds, Evidences and Writings, which do concern the said Premises or any Part thereof, jointly with any other Lands or Tenements, now in the Custody or Possession of him the said *A. B.* or which he can or may get or come by without Suit in Law or Equity; the same Copies to be made, taken and written at the proper Costs and Charges of the said *C. D.* his Heirs and Assigns; **To have and to hold** all and singular the said Messuages or Tenements, Lands, Hereditaments and Premises, above in and by these Presents released and confirmed, and every Part and Parcel thereof, with the Appurtenances, unto the said *C. D.* his Heirs or Assigns, to the only proper Use and Behoof of the said *C. D.* his Heirs and Assigns for ever, and to and for no other Use, Intent or Purpose whatsoever: **And** the said *A. B.* for himself, his Heirs, Executors and Administrators, doth covenant, grant, promise and agree, to and with the said *C. D.* his Heirs and Assigns, that he the said *A. B.* now is the true, lawful and rightful Owner of all and singular the Messuages, &c. Hereditaments and Premises abovementioned, and of every Part and Parcel thereof, with the Appurtenances; **And also** that he the said *A. B.* at the Time of the Sealing and Delivery of these Presents, is lawfully and rightfully seised in his own Right, of a good, sure, perfect, absolute and indefeasible Estate of Inheritance in Fee-simple, of and in all and singular the said Premises abovementioned, with the Appurtenances, without any Manner of Condition, Mortgage, Limitation of Use or Uses, or other Matter, Cause or Thing whatsoever, to alter, change, charge or determine the same; **And** also that the said *A. B.* hath good Right, full Power and sufficient Authority in the Law, to grant, release, convey and confirm all and singular the said Messuage, &c. Hereditaments and Premises above granted and released, with the Appurtenances, unto the said *C. D.* his Heirs and Assigns, to the only proper Use and Behoof of the said *C. D.* his Heirs and Assigns

And all Deeds.

Habendum.

Covenant that is true Owner,

and is lawfully seised,

and hath power to grant.

signs

For quiet En- signs for ever, according to the true intent and Meaning of these Presents; **And also** that
 joyment. he the said *C. D.* his Heirs and Assigns, shall and may at all Times for ever hereafter, peace-
 ably and quietly have, hold, occupy, possess and enjoy all and singular the said Messuage, &c.
 Hereditaments and Premises aforesaid, with the Appurtenances, and every Part and Par-
 cel thereof, without the lawful Let, Suit, Trouble, Hindrance, Molestation, Interruption,
 Eviction or Disturbance of him the said *A. B.* his Heirs or Assigns, or of any other Per-
 son or Persons lawfully claiming or to claim, by, from, or under him, them or any
 of them; **And** that freed and discharged, or otherwise well and sufficiently saved, kept
 Free from harmless and indemnified, of, from and against all former and other Gifts, Grants, Leases,
 Incum- Mortgages, Jointures, Dowers, Uses, Wills, Entails, Fines, Post Fines, Issues, Amercia-
 brances. ments, Seizures, Bonds, Annuities, Writings Obligatory, Statutes Merchant and of the
 Staple, Recognizances, Extents, Judgments, Executions, Rents and Arrearages of Rent,
 and of and from all other Charges, Estates, Rights, Titles, Troubles and Incumbrances
 whatsoever had, made, committed, done or suffered, or to be had, made, committed, done
 For further or suffered by the said *A. B.* or his Heirs, or any other Person or Persons lawfully claiming,
 Assurance. or to claim, by, from, or under him, them, or any of them. **And further,** that he the said
A. B. and his Heirs, and all and every other Person and Persons, and his and their Heirs,
 having or lawfully claiming any Estate, Right, Title or Interest, of, in, or to the said Pre-
 mises above in and by these Presents released and confirmed, or any Part thereof, by, from,
 or under him or them, or any of them, shall and will from Time to Time, and at all Times
 hereafter, upon the reasonable Request, and at the proper Costs and Charges in the Law of
 the said *C. D.* his Heirs or Assigns, make, do, seal and execute, or cause or procure to be
 made, done, sealed and executed, all and every such further and other lawful and reasonable
 Act and Acts, Thing and Things, Device and Devices, Conveyance and Conveyances, Assu-
 rance and Assurances in the Law whatsoever, for the further, better, and more perfect Grant-
 ing, Conveying, Releasing, Confirming and Assuring of all and singular the Premises afore-
 said, with the Appurtenances, and every Part and Parcel thereof, unto the said *C. D.* his Heirs
 and Assigns, to the only proper Use and Behoof of the said *C. D.* his Heirs and Assigns for
 ever, as aforesaid, as by the said *C. D.* his Heirs or Assigns, or his or their Counsel learned
 in the Law, shall be reasonably advised, devised and required. **And lastly,** it is cove-
 nanted, granted, concluded and agreed upon, by and between the said Parties to these
 Presents, and the true Intent and Meaning hereof also is, and it is hereby declared so to be,
 That all and every Fine and Fines, Recovery and Recoveries, Assurance and Assurances,
 Conveyance and Conveyances in the Law whatsoever, already had, made, levied suffered,
 executed and acknowledged, or at any Time hereafter to be had, made, levied, suffered,
 executed and acknowledged, by or between the said Parties to these Presents, or either of
 them, or by or between the Heirs or Assigns of the said Parties, or either of them, or any
 other Person or Persons whatsoever, of the said Premises above released and confirmed, as
 aforesaid, with the Appurtenances, or any Part thereof, either alone or by itself, or jointly
 with any other Lands, Tenements or Hereditaments, **Shall be** and enure, and shall be ad-
 judged, deemed and taken to be and enure, as for and concerning all and singular the said
 Premises abovementioned, with the Appurtenances, to and for the only proper Use and Be-
 hoof of the said *C. D.* his Heirs and Assigns for ever, according to the true Intent and
 Meaning of these Presents, and to and for no other Use, Intent or Purpose whatsoever. **In**
Witness, &c.

Bargain and Sale for a Year.

Confidera- **T**HIS Indenture made, &c. Between *J. M.* Citizen and Bricklayer of London, on
 tion. the one Part, and *J. A.* of, &c. *Sen.* Shipwright, on the other Part, **Witnesseth,** that
 the said *J. M.* for and in Consideration of the Sum of Five Pounds of lawful, &c. to him in
 Hand paid by the said *J. A.* the Receipt whereof he doth hereby acknowledge, and for
 divers other good Causes and valuable Considerations him thereunto moving, **hath** bar-
 gained and sold, and by these Presents doth bargain and sell unto the said *J. A.* his Exe-
 Habendum. cutors, Administrators and Assigns, **All that, &c. To have and to hold** the said Piece or
 Parcel of Wood-Ground, and all and singular other the Premises herein before mentioned
 or intended to be hereby bargained and sold, with their and every of their Rights, Members,
 and Appurtenances, unto the said *J. A.* his Executors, Administrators and Assigns, from the
 Day next before the Day of the Date of these Presents, unto the full End and Term of one
 Reddendum. whole Year, from thence next ensuing and fully to be compleat and ended; **Yielding and**
paying therefore unto the said *J. M.* his Heirs or Assigns, the Rent of one Pepper-Corn
 upon the Feast-day of *St. Michael* the Archangel now next coming (if lawfully demanded)
 and no more, **To** the Intent and Purpose, that by Virtue of these Presents, and of the
 Statutes for transferring Uses into Possession, the said *J. A.* may be in the actual Possession
 of

of the said Piece or Parcel of Wood-Ground, and other the Premises, with their Appurtenances, and be thereby enabled to accept and take a Grant and Release of the Reversion and Inheritance thereof to him, his Heirs and Assigns for ever, by Indenture intended to be made between the said *J. M.* and *L.* his Wife, on the one Part, and the said *J. A.* on the other Part, and to bear Date the Day next after the Day of the Date of these Presents. In Witness, &c.

The Release in Fee by Husband and Wife, with a Covenant to levy a Fine.

THIS Indenture, &c. Between *J. M.* Citizen and Bricklayer of *London*, and *L.* his Wife, of the one Part, and *S. A. Sen.* of, &c. Shipwright, of the other Part, **Witnesseth**, that for and in Consideration of the sum of, &c. of lawful, &c. to the said *J. M.* in Hand well and truly paid by the said *S. A.* at and before the Ensealing and Delivery of these Presents, the Receipt whereof he the said *J. M.* doth hereby acknowledge, and thereof and of and from every Part and Parcel thereof doth acquit, release and discharge the said *J. A.* his Heirs and Assigns by these Presents, he the said *J. M.* hath granted, bargained, sold, released and confirmed, and by these Presents doth grant, bargain, sell, release and confirm unto the said *J. A.* (in his actual Possession now being, by Virtue of a Bargain and Sale thereof to him made by the said *J. M.* by Indenture bearing Date the Day next before the Day of the Date of these Presents for the Term of one Year, commencing from the Day next before the Day of the Date of the said Indenture, and by Force of the Statute for transferring Uses into Possession) and to his Heirs and Assigns for ever, **All** that Piece or Parcel of Wood-Ground commonly called, &c. heretofore grubbed up and converted into Pasture, containing by Estimation, &c. be the same more or less, situate, lying and being, &c. and all Wood, Underwoods, Passages, Easements, Profits, Commons and Common of Pasture, Waters, Water-Courses, Hedges, Ditches, Mounds, Fences, Commodities, Emoluments, Hereditaments and Appurtenances whatsoever, to the said Piece or Parcel of Ground and Premises belonging or in any wise appertaining, or therewith or with any Part or Parcel thereof usually letten, occupied or enjoyed, or accepted, reputed, taken or known to be Part, Parcel of Member thereof, or of any Part thereof, and the Reversion or Reversions, Remainder and Remainders, Rents, Issues and Profits of all and singular the same Premises, and of every Part and Parcel thereof, with their and every of their Appurtenances, and all the Estate, Right, Title, Interest, Use, Trust, Possession, Property, Profit, Claim and Demand whatsoever of him the said *J. M.* of, in or to the same, or any Part or Parcel thereof, together with all Deeds, Evidences, Writings, Escripts and Miniments whatsoever, touching or concerning the Premises, or any Part or Parcel thereof, which he the said *J. M.* now hath in his Hands, Power or Custody, or which he can or may come by without Suit in Law: **To have and to hold** the said Piece or Parcel of Wood-Ground, and all and singular other the Premises herein before mentioned or intended to be hereby granted or released, with their and every of their Rights, Members and Appurtenances, unto the said *J. A.* his Heirs and Assigns, to the only Use and Behoof of the said *J. A.* his Heirs and Assigns for ever. **And** the said *J. M.* his Heirs, Executors and Administrators, the said hereby granted and released Premises, and every Part and Parcel thereof, with their Appurtenances, unto the said *J. A.* his Heirs and Assigns, against the said *J. M.* his Heirs and Assigns, and all other Persons whatsoever, shall and will warrant and for ever defend by these Presents. **And** the said *J. M.* for himself, his Heirs, Executors and Administrators, and for the said *L.* his Wife, doth covenant, promise and agree, to and with *J. A.* his Heirs and Assigns, and to and with every of them by these Presents, that he the said *J. M.* and the said *L.* his Wife, shall and will, at the proper Costs and Charges in the Law of the said *J. A.* his Heirs or Assigns, before the End of *Easter* Term next, acknowledge and levy, before his Majesty's Justices of the Court of Common Pleas at *Westminster*, unto the said *J. A.* and his Heirs, one or more Fine or Fines, **Sur Cognizance de Droit come ceo**, &c. with Proclamations thereupon to be had and prosecuted, according to the Form of the Statute in that Case made and provided, and the usual Course of such Fines, of the said Piece or Parcel of Wood-Ground, and all and singular other the Premises herein before mentioned or intended to be hereby granted and released, with their Appurtenances, by such apt and proper Name and Names, Descriptions, Qualities or Quantities, and other Certainities, as shall be thought requisite or needful in that Behalf; which said Fine or Fines, so as aforesaid or in any other Manner to be had and levied, and all other Fine or Fines had or levied, or to be had or levied, by or between the said Parties to these Presents, or any of them, of or concerning the Premises, shall be and enure, and shall be construed, adjudged, deemed and taken, and is and are hereby declared to be and enure, to the only proper Use and Behoof of the said *J. A.* his Heirs and Assigns for ever, and to and for no other Use, Intent or Purpose

Covenant that the Conusor is seised, &c. in an Estate of Fee simple;

and has full Power, &c. to sell the same.

Covenant for quiet Enjoyment.

and that the Premises are free from all former Incumbrances.

Covenant to make farther Assurances, &c.

pose whatsoever. And the said *J. M.* for himself, his Heirs, Executors and Administrators, and every of them, doth fully covenant, promise and agree, to and with the said *J. A.* his Heirs and Assigns, and to and with every of them by these Presents in Manner and Form following, (that is to say) that he the said *J. M.* at the Time of Ensealing and Delivery of these Presents, is and standeth lawfully and rightfully seised of and in the said Piece or Parcel of Wood-ground, and all other the Premises herein before mentioned or intended to be hereby granted and released, with their and every of their Appurtenances, of a good, sure, perfect and indefeasible Estate of Inheritance in Fee-simple to him and his Heirs for ever, without any Condition, Trust, Power of Revocation or Limitation of Use or Uses, or other Restraint, Matter or Thing whatsoever, to alter, change, charge, defeat, incumber or make void the same. And that he the said *J. M.* now hath in himself good Right, full Power, and lawful and absolute Authority to grant, bargain, sell, release and confirm the said Parcel or Piece of Wood-Ground, and all other the Premises above mentioned or intended to be hereby granted and released, with their and every of their Appurtenances, unto the said *J. A.* his Heirs and Assigns for ever, in Manner and Form aforesaid. And also that the said *J. A.* his Heirs and Assigns, shall or lawfully may from Time to Time, and at all Times hereafter, peaceably and quietly have, hold, use, occupy possess and enjoy the said Piece or Parcel of Wood-Ground, and all and singular other the Premises herein beforementioned or intended to be hereby granted and released, with their and every of their Appurtenances, and receive and take the Rents, Issues and Profits thereof, and of every Part thereof to his and their own proper Use and Behoof, without any lawful Let, Suit, Trouble, Denial, Eviction, Ejection or Interruption of or by the said *J. M.* his Heirs or Assigns, or any other Person or Persons whatsoever; And that free and clear, and freely and clearly acquitted, exonerated and discharged, or otherwise well and sufficiently saved, defended, kept harmless and indemnified by the said *J. M.* his Heirs, Executors and Administrators of, from and against all and all Manner of former and other Gifts, Grants, Bargains, Sales, Leases, Jointures, Dowers and Titles of Dowers, Uses, Wills, Intents, Mortgages, Statute-Merchant and of the Staple, Recognizances, Extents, Executions, Fines Amerciaments, Reliefs, Quit-Rents, Rent-Charges, Sents-Sack, Annuities, yearly Payments, and all Arrearages thereof, and of and from all other Estates, Titles, Troubles, Charges and Incumbrances whatsoever, had, made, committed, done or suffered, by the said *J. M.* or any other Person or Persons whatsoever. And further, that he the said *J. M.* and his Heirs, and all and every other Person and Persons, having and lawfully claiming, or which can or may have or lawfully claim any Estate, Right, Title, Interest, Benefit or Demand, of, in, to or out of the said Piece or Parcel of Wood-Ground, and other the Premises herein before mentioned or intended to be hereby granted or released, or any Part or Parcel thereof, by, from or under him, or otherwise howsoever, shall and will from Time to Time and at all Times hereafter at the reasonable Request, Costs and Charges in the Law of the said *J. A.* his Heirs or Assigns, make, do, acknowledge, levy, suffer and execute, or cause or procure to be made, done, acknowledged, levied, suffered and executed, all and every such further and other lawful and reasonable Act and Acts, Thing and Things, Deed and Deeds, Conveyances and Assurances in the Law whatsoever, for the further, better and more perfect assuring and sure-making of the said Piece or Parcel of Ground, and other the said hereby released Premises, with their and every of their Appurtenances unto the said *J. A.* his Heirs and Assigns for ever, as by the said *J. A.* his Heirs or Assigns, or his or their Counsel learned in the Law, shall be reasonably devised, advised or required, so as such further Assurance or Assurances contain no farther Warranty than against the Person or Persons making the same, and so as the Person or Persons required to make the same be not compelled or compellable to travel further than the Cities of *London* or *Westminster*, for the doing thereof. In Witness, &c.

A Bargain and Sale for a Year, of one Fourth of several Messuages, the whole in four equal Parts to be divided.

THIS Indenture, made, &c. Between *W. M.* of, &c. Gent. of the one Part, and *C. C.* of, &c. Esq; of the other Part, Witnesseth, that in Consideration of the Sum of Five Shillings of lawful, &c. to the said *W. M.* in Hand at or before the Ensealing and Delivery of these Presents by the said *C. C.* well and truly paid, the Receipt whereof is hereby acknowledged, and for divers other good Causes and Considerations him hereunto moving, he the said *W. M.* hath bargained and sold, and by these Presents Doth bargain and sell unto the said *C. C.* one full and equal fourth Part, (the whole into four equal Parts being divided) of and in all that Messuage or Tenement, with the Appurtenances, commonly called or known by the Name or Sign of, &c. now or late in the Tenure or Occupation of, &c.

Consideration

Covenant of Bargain and Sale. Premises.

And

And also of and in all that Messuage or Tenement, with the Appurtenances commonly called or known by the Name or Sign of, &c. now or late in the Tenure or Occupation of, &c. And also of and in all those two old ruinous or decayed Messuages or Tenements, with their Appurtenances adjoining together, one of which was formerly called, &c. and was heretofore in the Tenure or Occupation of, &c. and the other was heretofore in the Tenure of, &c. all which said Messuages or Tenements and Premises are situate, &c. and also one full and equal fourth Part of all and singular other the Messuages or Tenements, Tofts, Soil and Ground of or belonging to him the said *W. M.* or whereof or wherein he hath any Estate of Inheritance or Freehold in Possession, Reversion or Remainder, with their and every of their Appurtenances, situate lying or being, &c. and all Ways, Passages, Lights, Easements, Profits, Advantages and Appurtenances whatsoever, to the said fourth Part of the said several Messuages or Tenements above mentioned, or to any other Part of the Premises herein before mentioned or intended to be hereby bargained and sold, belonging, or in any ways appertaining, and the Reversion and Reversions, Remainder and Remainders, Rents, Issues and Profits of all and singular the same Premises, every or any Part or Parcel thereof: **To have and to hold** the said fourth Part of the said several Messuages or Tenements herein above particularly expressed, and all and singular other the Premises herein mentioned or intended to be hereby bargained and sold, with their and every of their Rights, Members and Appurtenances, unto the said *C. C.* his Executors, Administrators and Assigns, from the Day next before the Day of the Date of these Presents, for and during and unto the full End and Term of one Year, from thence next ensuing, and fully to be compleat and ended; **Yielding and paying** therefore unto the said *W. M.* his Heirs or Assigns, the Rent of one Pepper-Corn only upon the last Day of the said Term (if lawfully demanded) **To the Intent** that by Virtue of these Presents, and of the Statute for transferring Uses into Possession, the said *C. C.* may be in actual Possession of all and singular the Premises herein before mentioned or intended to be hereby bargained and sold, with the Appurtenances, and be thereby enabled to accept and take a Grant and Release of the Reversion and Inheritance thereof, to him and his Heirs for ever, by Indenture intended to be made between the said *W. M.* and *L.* his Wife, of the one Part, and the said *C. C.* on the other Part, and to bear Date the Day next after the Day of the Date of these Presents. **In Witness,** &c.

Habendum for the Term of one Year.

Reddendum of the Rent of one Pepper-Corn only. To the Intent the Lessee may be in Possession and enabled to take a Release in Fee of the Premises.

The Release in Fee by Husband and Wife, with a Covenant to levy a Fine.

THIS Indenture made, &c. **Between** *W. M.* of, &c. Gent. and *L.* his Wife, of the one Part, and *C. C.* of, &c. Esq; of the other Part, **Witnesseth**, that the said *W. M.* for and in Consideration of the Sum of, &c. of lawful, &c. to him in Hand at or before the Sealing and Delivery of these Presents by the said *C. C.* well and truly paid, the Receipt whereof he doth hereby acknowledge, and thereof and from every Part thereof doth acquit, release and discharge the said *C. C.* his Executors, Administrators and Assigns, by these Presents, **Doth** granted, bargained, sold, aliened, released and confirmed, and by these Presents, **Doth** grant, bargain, sell, alien, release and confirm unto the said *C. C.* in his actual Possession now being by Force and Virtue of one Indenture of Bargain and Sale, bearing Date the Day next before the Day of the Date of these Presents, to him made by the said *W. M.* in Consideration of Five Shillings by him paid to the said *W. M.* for the Term of one Year, commencing from the Day next before the Day of the Date of the same Indenture, and of the Statute for transferring Uses into Possession, and to his Heirs, **All** that, &c. and also all the Part, Property, Share, Estate, Right, Title, Interest, Use, Trust, Benefit and Equity of Redemption, Claim and Demand whatsoever of him the said *W. M.* of, in, to or out of the same Premises, every or any Part or Parcel thereof in any wise howsoever, together with all Deeds, Evidences and Writings touching or concerning the same Premises, or any Part thereof alone, which he the said *W. M.* now hath in his Custody or Power, or can or may come by without Suit in Law, and true Copies of all other such as concern the Premises jointly with any other Lands or Tenements, to be made at the Charge of the said *C. C.* his Heirs or Assigns, **To have and to hold** the said fourth Part of the said Messuages or Tenements, and all and singular other the Premises herein before mentioned or intended to be hereby released or confirmed, and every Part and Parcel thereof, with their and every of their Rights, Members and Appurtenances unto the said *C. C.* his Heirs and Assigns for ever, **To** the only proper Use and Behoof of the said *C. C.* his Heirs and Assigns for ever. **And** the said *W. M.* for himself, his Heirs, Executors and Administrators, and for the said *L.* his Wife, doth covenant, promise and agree, to and with the said *C. C.* his Heirs and Assigns by these Presents, that he the said *W. M.* and the said *L.* his Wife, shall and will, at the proper Costs and Charges of the said *C. C.* his Heirs and Assigns,

Consideration.

Covenant of Release in Fee.

and to deliver all Writings, &c.

Habendum, to the Releasee in Fee.

Covenant to levy a Fine of the Premises.

Assigns, before the End of *Trinity* Term next, acknowledge and levy, before his Majesty's Justices of the Court of Common Pleas at *Westminster*, unto the said C. C. and his Heirs, one or more Fine or Fines, *Sur Cognizance de droit come ceo*, &c. with Proclamations thereupon to be had and made, according to the Form of the Statute in that Case made and provided, of the said fourth Part of the said several Messuages, Tenements, and all and singular other the Premises herein before mentioned or intended to be hereby released or confirmed, with their Appurtenances, by such apt and proper Names, Descriptions, Qualities, Quantities or other Certainities, as shall be thought requisite or needful in that Behalf; which said Fine or Fines, so as aforesaid or in any other Manner to be had and levied, shall be and enure, and shall be construed, adjudged, deemed and taken, and is and are hereby declared, by and between all the said Parties to these Presents, to be and enure to the only proper Use and Behoof of the said C. C. his Heirs and Assigns for ever, and to or for no other Use, Intent or Purpose whatsoever. And the said W. M. for himself, his Heirs, Executors and Administrators, doth further covenant, promise and agree, to and with the said C. C. his Heirs and Assigns, by these Presents in Manner and Form following (that is to say) that he the said W. M. now is and stands lawfully and rightfully seised of the said fourth Part of the said several Messuages or Tenements, and all and singular other the Premises herein before mentioned or intended to be hereby released and every Part or Parcel thereof, with the Appurtenances, of a good, pure, absolute and indefeasible Estate of Inheritance in Fee-simple, without any Manner of Condition, Limitation of other Matter or Thing to alter, change, charge or defeat the same, and that he now hath in himself good Right and lawful Authority to bargain, sell, release and confirm the same, and every Part and Parcel thereof with their Appurtenances, unto the said C. C. his Heirs and Assigns, in Manner and Form aforesaid. And also, that the said fourth Part of the said Messuages or Tenements, and all and singular other the Premises, with their Appurtenances, now are and be, and so from henceforth from Time to Time, and at all Times hereafter shall be, remain and continue unto the said C. C. his Heirs and Assigns, free and clear, and freely and clearly acquitted, exonerated and discharged, or otherwise by him the said W. M. his Heirs, Executors or Administrators, well and sufficiently saved, kept harmless and indemnified of, from and against all and all Manner of former and other Gifts, Grants, Bargains, Sales, Leases, Jointures, Dowers, Mortgages, Recognizances, Statutes, Judgments, Extents, Titles, Troubles, Charges and Incumbrances whatsoever, had, made, committed, done, or wittingly or willingly suffered, or to be had, made, committed, done, or wittingly or willingly suffered by him the said W. M. or any Person or Persons lawfully claiming or to claim by, from or under him, or by or with his Act, Means, Consent, Neglect, Default, Privity or Procurement. And lastly, that he the said W. M. his Heirs, Executors and Administrators, and the said L. his Wife, and all and every other Person and Persons lawfully claiming or to claim any Estate, &c. (*The Covenant for further Assurance*). In Witness whereof, &c.

to the Use of the Conusee, his Heirs and Assigns for ever. Covenant that the Bargainor is lawfully seised, &c.

and hath full Power to sell, &c.

Covenant that the Premises are free from all Incumbrances.

A Lease for a Year, of a Rectory and other Lands, with Exceptions.

THIS Indenture, made, &c. Between G. C. of, &c. Gent. of the one Part, and S. R. Citizen and Cook of *London*, and R. B. of, &c. Clothworker, of the other Part, Witnesseth, that the said G. C. for and in Consideration of Five Shillings of lawful Money of *Great Britain*, to him in Hand paid at or before the Sealing and Delivery of these Presents, by the said S. R. and R. B. the Receipt whereof is hereby acknowledged, hath bargained, sold and demised, and by these Presents doth bargain, sell and demise unto the said S. R. and R. B. All that the Rectory or Parsonage impropriate of the Church of, &c. and all Manner of Tythes and Tenths unto the said Rectory or Parsonage belonging or in any wise appertaining; And also all that the Capital Messuage, Scite and Glebe-Lands of the Rectory aforesaid, and all those Lands and Tenements called, &c. And also all that the Manor belonging to the said Rectory of, &c. And also all those two Parcels of Pasture and Arable Lands, called or known by the Name of, &c. with the Appurtenances, containing by Estimation, &c. And all those Parcels of Lands called, &c. Which said last before mentioned two Parcels of Pasture and Arable Land, containing, &c. and the said Parcels of Land called, &c. were sometime heretofore Parcel of the Glebe-Lands belonging to the said Rectory; And also all those several Pieces of Land called, &c. lying and being, &c. aforesaid, and all that Messuage or Tenement called, &c. and all Houses, Barns and Yards thereunto belonging, And also all those Closets and Parcels of Land called, &c. containing by Estimation, &c. be the same more or less, situate, lying and being, &c. And also that Messuage or Tenement with the Appurtenances, and the several Lands and Tenements formerly in the Tenure and Occupation of, &c. his Under-tenants or Assigns; all which said Premises are or late were in the several Tenures or Occupations of, &c. their

Consideration.

Recital of the Premises.

or some one of their Under-tenants or Assigns, situate and being, &c. aforesaid, with their and every of their Rights, Members and Appurtenances; together with all and singular the Houses, Buildings, Yards, Gardens, Lands, Grounds, Woods, Underwoods, Liberties, Privileges, Royalies, Ways, Waters, Easements, Commons, Profits, Commodities, Hereditaments and Advantages whatsoever to the said Premises, and every or any Part or Parcel thereof, belonging or in any wise appertaining: **And also** all and singular other the Manors, Rectory, Parsonages impropriate, Glebe-Lands, Tythes Messuages, Lands, Tenements and Hereditaments whatsoever, with their and every of their Rights, Members and Appurtenances, situate and being, &c. which in and by certain Indentures of Lease and Release, the Lease bearing Date on or about the first Day of, &c. and the Release the second Day of, &c. and made between *R. D.* of, &c. Esq; and *E.* his Wife, of the one Part, and the said *G. C.* of the other Part, and by Fine levied by the said *R. D.* and *E.* his Wife, pursuant to a Covenant or Agreement for that purpose contained in the said Indenture of Release, or otherwise were conveyed by the said *R. D.* and *E.* his Wife, to the said *G. C.* and his Heirs, and the Reversion and Reversions, Remainder and Remainders, Rents, Issues and Profits of all and singular the Premises herein before mentioned or intended to be hereby bargained, sold or demised, and of every Part and Parcel thereof, with their and every of their Appurtenances; **Except** and always reserved out of this present Bargain and Sale unto and for the said *G. C.* his Heirs and Assigns, all that Messuage, Tenement or Farm, with the Barn, Stable and Cow-house, and the several Pieces or Parcels of Land thereunto belonging, with the Appurtenances, containing, &c. be the same more or less, now or late in the Tenure or Occupation of, &c. being Parcel of the said hereby bargained Premises, and situate, &c. abutting upon the Lands belonging to the Manor of, &c. towards the East, and upon Lands now or late in the Tenure or Occupation of, &c. towards the West, and upon Lands belonging, &c. towards the North: **And also** all that Messuage or Tenement, with the Land thereto belonging, containing by Estimation, &c. be the same more or less, situate, &c. sometime in the Tenure or Occupation of, &c. being other Parcel of the said hereby bargained Premises: **And also** all that Parcel of Land with the Appurtenances, containing by Estimation, &c. situate, &c. now or late in the Tenure or Occupation of, &c. being farther Part of the said hereby bargained Premises, and also all Ways, Passages, Waters, Commons, Pastures, Feedings, Privileges, Advantages and Appurtenances whatsoever, to the said Messuages, or Tenements and Lands herein last before mentioned to be now or late in the Tenures or Occupations of, &c. or either of them, in any wise belonging or appertaining: **And also** except out of this present Bargain and Sale, unto and for the said *G. C.* his Heirs and Assigns, all such Timber, and so many of the Timber Trees now standing or growing in or upon the said hereby bargained Premises, as shall be cut down and disposed of by the said *G. C.* his Heirs or Assigns, within the Space of two Years next ensuing the Date of these Presents, pursuant to the Liberty and Power for that Purpose given, limited and appointed in and by a certain Indenture *Quinquartite* intended to be made between the said *G. C.* of the first Part, *R. F.* of London, Merchant of the second Part, *T. D.* Citizen and Haberdasher of London, on the third Part, *W. C.* of, &c. of the fourth Part, and *J. W.* and *J. L.* of, &c. Gent. on the fifth Part, and to bear Date the Day next after the Day of the Date of these Presents; **To have and to hold** the said Rectory or Parsonage impropriate, Tythes, Manor, Lands, Tenements, Hereditaments, and all and singular other the Premises herein before mentioned, or intended to be hereby bargained, sold or demised, with their and every of their Rights, Members and Appurtenances, (except as before excepted) unto the said *S. R.* and *R. B.* their Executors, Administrators and Assigns, from the Day next before the Day of the Date of these Presents, for and during the Term of one whole Year from thence next following, and fully to be compleat and ended, **Yielding and paying** therefore unto the said *G. C.* his Heirs or Assigns, the Rent of one Pepper-Corn only, on the last Day of the said Term, if the same shall be demanded; **To the Intent and Purpose**, that by Virtue of these Presents, and of the Statute for transferring Uses into Possession, the said *S. R.* and *R. B.* may be in the actual Possession of the said hereby bargained and assigned Premises, with their Appurtenances, (except as before excepted) and may thereby be enabled to take a Grant or Release of the Reversion and Inheritance thereof to them and their Heirs by Indenture *Tripartite*, intended to be made between the said *G. C.* and *A.* his Wife, of the first Part, and the said *W. C.* of the second Part, and the said *S. R.* and *R. B.* of the third Part, and to bear Date the Day next after the Day of the Date of these Presents, to such Uses, Intents and Purposes as shall be mentioned and expressed in the said Indenture. **In Witness**, &c.

Exceptions of several Messuages, &c.

Exception of a Parcel of Land.

Exception of Timber, &c.

Habendum.

Reddendum.

Declaration of the Intent, &c.

The Release of the Rectory, and other Lands, with Exceptions, in Trust to raise an Annuity in Fee, with further Uses.

Confidera-
tion.]

Covenant of
Release of the
preceding
Lease for a
Year.

Exception of
the first Mes-
suage.

Exception of
the second
Messuage.

Exception of
the Parcel of
Land.

Exception of
the Timber,
&c.

Habendum, in
Trust to raise
an Annuity to
be paid quar-
terly, &c.

THIS Indenture Tripartite, made, &c. **Between** G. C. of, &c. Gent. and A. his Wife, on the first Part, W. C. Citizen and Haberdasher of London, of the second Part, and S. R. and R. B. of, &c. Gent. of the third Part, **Witnesseth**, That for and in Consideration of the Sum of, &c. of good, &c. to the said G. C. in Hand, at or before the Sealing and Delivery of these Presents, by the said W. C. well and truly paid and satisfied, the Receipt whereof he the said G. C. doth hereby acknowledge, and thereof and therefrom, and of and from every Part and Parcel thereof doth acquit, release and discharge the said W. C. his Heirs, Executors and Administrators for ever, by these Presents, (which said Sum of, &c. is Part of the Sum of, &c. mentioned in a certain Indenture *Quinquepartite*, bearing even Date with these Presents, and made between the said G. C. of the first Part, R. F. of, &c. Merchant, on the second Part, T. D. of London Haberdasher, of the third Part, the said W. C. on the fourth Part, and J. W. of, &c. Gent. and J. L. Citizen and Haberdasher of London, on the fifth Part, to be paid to the said R. F. and G. C. by the said W. C. as Part of the Consideration for the making of the said Indenture, and also for and in Consideration of five Shillings of like lawful Money to the said G. C. in Hand well and truly paid by the said S. R. and R. B. or one of them, the Receipt whereof he doth hereby acknowledge) he the said G. C. at the Request, and by the Directions of the said W. C. testified by his being a Party to, and his Signing and Sealing of these Presents, **hath** granted, bargained, sold, aliened, released and confirmed, and by these Presents **Doth** grant, bargain, sell, alien, release and confirm, unto the said S. R. and R. B. (in their actual Possession now being by virtue of a Bargain and Sale to them thereof made by the said G. C. by Indenture bearing Date the Day next before the Day of the Date of these Presents, for one Year commencing from the Day next before the Date of the said Indenture, in Consideration of the Sum of five Shillings paid to the said G. C. by the said S. R. and R. B. and by Force of the Statute for transferring Uses into Possession) and to their Heirs and Assigns, all that the Rectory or Parsonage of, &c. and all and singular the Premises, with the Appurtenances, and the Reversion and Reversions, Remainder and Remainders, Rents, Issues and Profits of all and singular the said Premises, and every Part and Parcel thereof, and also all the Estate, Right, Title, Interest, Use, Trust, Possession, Inheritance, Claim and Demand whatsoever, of him the said G. C. of, in to or out of the same, and every or any Part or Parcel thereof, in any wise howsoever, together with all and singular the Deeds, Evidences, and Writings relating to the said Premises, which are particularly mentioned in the Schedule hereunto annexed, and also all other Deeds, Evidences and Writings, touching or concerning the said Premises, or any Part or Parcel thereof, which he the said G. C. now hath in his Custody, or can or may come by without Suit in Law; **Except** and always reserved out of this present Grant and Release, unto and for the said G. C. his Heirs and Assigns, all that Messuage, Tenement or Farm, with the Barn, Stable and Cow-house, and the several Pieces or Parcels of Land thereunto belonging, with their Appurtenances, containing by Estimation, &c. (be the same more or less) now or late in the Tenure or Occupation of J. R. being Parcel of the said hereby bargained and released Premises, situate, &c. **And also** all that Messuage or Tenement, with the Land thereunto belonging, containing, &c. (be the same more or less) situate, &c. sometime in the Possession or Occupation of J. S. and now or late of the said J. R. being other Parcel of the said hereby bargained and released Premises; **And also** all that Parcel of Land, with the Appurtenances, containing by Estimation, &c. (be the same more or less) situate, &c. now or late in the Tenure or Occupation of W. S. being further Parcel of the said hereby bargained and released Premises, and also all Ways, Passages, Waters, Commons, Pastures, Feedings, Privileges Advantages and Appurtenances whatsoever, to the said Messuages or Tenements, and Lands herein before last mentioned to be now or late in the Tenures or Occupations of J. R. and W. S. or either of them, in any wise belonging or appertaining; **And also except** and reserved out of this present Grant and Release unto and for the said G. C. his Heirs and Assigns, all such Timber, and so many of the Timber Trees now standing or growing in or upon the said hereby released Premises, as shall be cut down and disposed of by the said G. C. his Heirs or Assigns, within the Space of two Years next ensuing the Date of these Presents, pursuant to the Liberty and Power for that Purpose given, limited and appointed, in and by the above mentioned Indenture *Quinquepartite*, bearing even Date with these Presents; **To have and to hold** the said Rectory or Parsonage Improprite, Tythes, Manors, Lands, Tenements and Hereditaments, and all and singular other the Premises herein before mentioned or intended to be hereby bargained, sold or released, with their

and every of their Rights, Members and Appurtenances, (except as before excepted) unto the said S. R. and R. B. their Heirs and Assigns, to and for the several Uses, Intents and Purposes herein after mentioned and expressed; (that is to say) to the Use, Intent and Purpose, that the said W. C. his Heirs and Assigns shall and may yearly have, receive, take and enjoy, to his and their own proper Use and Behoof for ever, one Annuity or yearly Rent-charge of, &c. of lawful, &c. to be yearly issuing and going out of and chargeable upon all and singular the said hereby bargained and released Premises, with their Appurtenances, (except as before excepted) and to be paid at the four most usual Feasts or Days of payment in the Year; (that is to say) the Feasts of St. Michael the Archangel, the Birth of our Lord Christ, &c. by even and equal Portions, without any Deduction, Defalcation or Abatement whatsoever, for or by reason of any Taxes, Charges, or Assessments, Ordinary or Extraordinary, by Authority of Parliament, or otherwise howsoever, which are or shall be rated, taxed, charged or assessed upon the said hereby released Premises, or any Part thereof, or the said Annuity, or any Part thereof, or upon the said W. C. his Heirs or Assigns, for or in Respect thereof, or any Part thereof, or for any other Matter, Cause or Thing whatsoever; the first Payment thereof to begin and to be made on the Feast Day of, &c. ensuing the Date hereof: **And also** to the Intent and Purpose, that if it shall happen the said Annuity or yearly Rent-charge, of, &c. or any Part thereof, shall be behind or unpaid, in Part or in the Whole, by the Space of thirty Days next after any of the said Feasts or Days of Payment on which the same ought to be paid as aforesaid, that then, in every or any such Case, the said W. C. his Heirs and Assigns, shall or lawfully may have, take and receive the Sum of, &c. for every thirty Days afterwards, wherein the said Annuity or yearly Rent-charge, or any Part thereof shall be behind and unpaid to him or them, (*Nomine pena*) to be forfeited, lost and paid by such Person or Persons, as from Time to Time ought to pay the said Annuity or yearly Rent-charge: **And also** to the farther Intent and Purpose, that when and so often as the said Annuity or yearly Rent-charge of, &c. or any Part thereof, or any of the said Sum or Sums of, &c. which shall become forfeited or lost by reason of Non-payment of the said Annuity or yearly Rent-charge as aforesaid, or any Part thereof, shall be behind, unpaid, or in Arrear, it shall and may be lawful to and for the said W. C. his Heirs and Assigns, into and upon the said Rectory or Parsonage impropriate, Tythes, Manor, Lands, Tenements, Hereditaments and Premises herein before mentioned or intended to be hereby bargained, sold or released, and every Part and Parcel thereof, with their Appurtenances, (except as before excepted) at his or their Will and Pleasure, to enter and distrain for the same, and every or any Part thereof, and all Arrearages thereof; and the Distress and Distresses then and there found to take, lead, drive, carry away or impound, and the same to detain and keep, until the same Annuity or yearly Rent-charge of, &c. and all Arrearages thereof, and the said Sum or Sums of Money, which shall be forfeited as aforesaid, (if any there shall be) and every Part thereof, together with the Charges of such Distress or Distresses, shall be lawfully paid and satisfied, or otherwise to sell and dispose of such Distress or Distresses, according to the Directions of the late Act or Acts of Parliament in that Behalf made, for or towards Payment and Satisfaction of the said Annuity or yearly Rent-charge, and the said Forfeitures and Charges of such Distress or Distresses: **And** as for and concerning all and singular the rest of the said Rectory, Parsonage, Tythes, Manor, Lands Tenements, Hereditaments and Premises herein before mentioned, or intended to be hereby bargained, sold or released, with their Appurtenances (except as before excepted) charged and chargeable nevertheless, with and subject to the said Annuity or yearly Rent-charge of, &c. and the Provisions and Remedies herein before mentioned and appointed, for the better securing the Payment thereof, to the Use and Behoof of the said G. C. his Heirs and Assigns, for ever: **And** the said G. C. for himself, his Heirs, Executors, Administrators and Assigns, doth covenant, promise and agree, to and with the said W. C. his Heirs and Assigns, in Manner and Form following; (that is to say) that he the said G. C. his Heirs, Executors, Administrators and Assigns, or some of them, shall and will from Time to Time, and at all Times hereafter for ever, well and truly pay or cause to be paid unto the said W. C. his Heirs and Assigns, the said Annuity or yearly Rent-charge of, &c. of lawful Money of Great Britain, as the same shall become due and payable, by Virtue of these Presents, without any Deduction, Defalcation or Abatement whatsoever as aforesaid, together with such Sum or Sums of Money, as shall from Time to Time become forfeited as aforesaid, by reason of the Non-payment of the said Annuity or yearly Rent-charge, according to the true Intent and Meaning of these Presents: **And** that the said Rectory or Parsonage impropriate, Tythes, Manor, Lands, Tenements, Hereditaments, and all other the Premises herein before mentioned or intended to be hereby bargained, sold or released, with their and every of their Appurtenances, and the Rents, Issues and Profits thereof, now are, and so from Time to Time, and at all Times for ever hereafter shall remain, continue and be overr, and liable to the said Annuity or yearly Rent-charge

Covenant, for a *Nomine pena*, in case of Failure of Payment.

Covenant to enter on the Premises, in case the Annuity, &c. be unpaid.

and to distrain for the same,

and to sell the Distress, &c.

And the rest of the Premises to remain to the Use of the Releasee.

Covenant for Payment of the said Annuity, *Nomine pena*, &c.

And that the Premises shall remain liable to the Payment of the said Annuity, &c.

charge of, &c. and the said *Nomine pæne*, and to the Distress and Distresses of the said *W. C.* his Heirs and Assigns for the same, and the Arrearages thereof as aforesaid: **And** that if any Taxes, Charges or Assessments shall be laid, taxed or assessed on the said Annuity or any Part thereof, or the said *W. C.* his Heirs or Assigns, for or in Respect thereof, or any Part thereof, he the said *G. C.* his Heirs, Executors, Administrators and Assigns, shall and will from Time to Time bear, pay and discharge the same: **And further**, that he the said *G. C.* at and immediately before the sealing and Delivery of these Presents, is the sole, true and lawful Owner and Proprietor of all and singular the said Premises herein before mentioned, or intended to be hereby bargained, sold, or released, with their Appurtenances, and is and stands solely, lawfully and rightfully seised thereof, and of every Part and Parcel thereof, of a good, pure, absolute and indefeasible Estate of Inheritance in Fee-simple, without any Manner of Condition, Limitation, Use, Trust, Proviso, Power of Revocation, or any other Restraint, Matter or Thing whatsoever, to alter, change, determine impeach or make void the same: **And also**, that he the said *G. C.* now hath in himself good Right, full Power, true Title, and lawful and absolute Authority to grant, bargain, sell, release and convey all and singular the said Premises, with their Appurtenances, (except as before excepted) unto the said *S. R.* and *R. B.* their Heirs and Assigns, to and for the Uses, Intents and Purposes herein before mentioned, and in Manner and Form aforesaid; **And further**, that the same Premises, and every Part and Parcel thereof, with their Appurtenances, (except as before excepted) now are, and from henceforth for ever hereafter shall remain, continue, and be to the Uses, Intents and Purposes herein before mentioned and expressed, free and clear, and freely and clearly acquitted, exonerated and discharged, or otherwise well and sufficiently saved, kept harmless and indemnified by him the said *G. C.* his Heirs or Assigns, or some of them, of from and against all and all Manner of former and other Gifts, Grants, Bargains, Sales, Jointures, the Dower of the said *A.* the Wife of the said *G. C.* and all other Dowers and Titles of Dower, Uses, Wills, Intails, Mortgages, Judgments, Statutes Merchant and of the Staple, Fines, Recognizances, Amerciaments, Reliefs, Quit-rents, Rents-charges, Rent-secks, Annuities, yearly Payments, and all Arrearages thereof, and of, from and against all other Estates, Titles, Troubles, Charges, Incumbrances, Claims and Demands whatsoever, had, made, committed, done, or willingly or willingly suffered by them the said *G. C. R. D.* and *E.* his Wife, *E. P. Esq;* deceased, Father of the said *E.* and *J. P. Esq;* deceased, Uncle of the said *E. P.* or any of them, or which shall or may be asked claimed, or demanded by any Person or Persons lawfully claiming or to claim, by, from or under them or any of them, or by, through, with or under their or any of their Act, Means, Consent, Knowledge, Privity, Default or Procurement in any wise howsoever; **Except** the Remainder of a Term of five hundred Years granted by the said *T. D.* and *E.* his Wife to *J. R. Esq;* of and in the said hereby released and excepted Premises by way of Mortgage, by indenture bearing Date on or about, &c. and by Fine levied by the said *R. D.* and *B.* his Wife, for corroborating the said Term: **And also except** the Remainder of a Term of 1000 Years granted of and in the same Premises, by the said *G. C.* to the said *E. D.* after the said *G. C.* had purchased the Inheritance of the Premises from the said *R. D.* and *E.* his Wife, by way of Mortgage also, by Indenture bearing Date, &c. and which Remainders of the said two Terms of 500 Years and 1000 Years, are by Indenture *Quinquepartite*, bearing even Date with these Presents, and made between the said *G. C.* on the first Part, *B. F.* of, &c. on the second Part, and *T. D.* Citizen and Haberdasher of *London* on the third Part, the said *W. C.* on the fourth Part, and *J. W. &c.* Gent. on the fifth Part, assigned or intended to be assigned to the said *J. W.* and *J. L.* their Executors and Administrators, **In Trust** to permit the said *W. C.* his Heirs and Assigns, to receive and take the said Annuity or yearly Rent-charge of, &c. and to make use of such Remedies as are herein before appointed, for the better securing the Payment thereof, and upon several other special Trusts therein particularly expressed; and after the Discharge of those Trusts, then in Trust for the said *G. C.* his Heirs and Assigns, and to attend and wait upon the Freehold and Inheritance of the said Premises: **And** the said *G. C.* for himself, his Heirs, Executors and Administrators, and for the said *A.* his Wife, doth covenant, promise and agree, to and with the said *S. R.* and *R. B.* their Heirs and Assigns, that they the said *G. C.* and *A.* his Wife shall and will, as of *Trinity Term* last, or before the End of *Michaelmas Term* next ensuing the Date of these Presents, in due Form of Law, at his or their Charge, acknowledge and levy, or cause or procure to be acknowledged and levied unto the said *S. R.* and *J. L.* and the Heirs of one of them, one Fine *Sur Conusance de droit come ceo*, &c. with Proclamations to be thereupon had and levied, according to the Statute in that Case made and provided, and the usual Course of Fines, of the said Rectory or Parsonage impropriate, Tythes, Manor, Lands, Tenements, Hereditaments, and all other the Premises herein before mentioned or intended to be hereby bargained, sold or released, and every of their Appurtenances (except as herein before is excepted) by such Name or Names,

Covenant, that the Lessee shall pay all Taxes, &c.
And that the Relessor is lawfully seised, &c.

And hath Power to sell, &c.

Covenant that all the Premises are and shall remain free from all Manner of Incumbrances.

Except the Remainder of a Term of 500 Years granted by way of Mortgage. Except likewise the Remainder of a Term of 1000 Years. Which said Terms are assigned in Trust to secure the Payment of the said Annuity.

Covenant to levy a Fine of all the Premises;

Names, Quantities, Qualities and Numbers of Acres, or other Certainities as shall be thought proper on that behalf, which said Fines so as aforesaid, or in any other Manner to be had and levied, and all and every other Fine and Fines already had and levied, or to be had and levied, of the said hereby released Premises, or any Part thereof, to which the said Parties to these Presents, or any of them, is, are and shall be Parties or Privy, shall be and enure, and shall be deemed, adjudged, and taken to be and enure, and is and are declared and agreed, by all the said Parties to these Presents, to be and enure, **To** and for the several Uses, Intents and Purposes herein before mentioned and expressed, and to and for no other Use, Intent or Purpose whatsoever: **And** that the said G. C. and A. his Wife, and their Heirs, and all and every other Person or Persons, having or lawfully claiming, or which can or may lawfully have or claim any Estate, Right, Title, Interest, Benefit, Claim or Demand of, in, to or out of the said Premises, or any Part or Parcel thereof, (except as before excepted) by, from or under, or in Trust for them or either of them, or the said R. D. and E. his Wife, or the said E. P. and J. P. deceased, or any of them, shall and will from Time to Time, and at all Times hereafter, at the reasonable Request, and at the Cost and Charges in the Law of the said W. C. his Heirs or Assigns, make, do, suffer, acknowledge, levy and execute, or cause or procure to be made, done, suffered, acknowledged, levied and executed, all and every such further and other lawful and reasonable Acts, Matters and Things, Conveyances and Assurances in the Law whatsoever, for the further, better and more perfect assuring and conveying of all and singular the said hereby released Premises, and every Part and Parcel thereof, with their Appurtenances (except as before excepted) to and for the several Uses, Intents and Purposes herein before particularly mentioned and expressed, as by the said W. C. His Heirs or Assigns, or by his or their Counsel learned in the Law shall be reasonably devised, advised or required, so as such further Assurances contain no further or other Covenant or Warranty than against the Acts of the Person or Persons making the same, and so as the Person or Persons who are to make the same, be not compelled or compellable to travel farther than the Cities of *London*, or *Westminster* for the doing thereof: **And lastly**, the said W. C. for himself, his Heirs, Executors, Administrators and Assigns, doth covenant, promise and agree, to and with the said G. C. his Heirs and Assigns, by these Presents, that he the said W. C. his Heirs and Assigns, or some of them, shall and will from Time to Time, and at all Times hereafter, upon the reasonable Request, and at the proper Costs and Charges of the said G. C. his Heirs and Assigns, produce and shew forth, or cause to be produced and shewn forth unto him the said G. C. his Heirs or Assigns, or his or their Counsel learned in the Law, or in any Court or Courts of Law or Equity, or elsewhere, all and singular the Deeds, Evidences and Writings particularly mentioned and expressed in the said Schedule hereunto annexed, and also the above mentioned Indenture *Quinquepartite*, when and as often as Occasion shall be or require, for the better and more clear Manifestation, Justifying and Defending of the Right and Title of the said G. C. his Heirs or Assigns, to the said hereby bargained and released Premises, or the Premises herein before mentioned and intended to be excepted out of this present Release, or any Part or Parcel thereof, save, whole and uncanceled, (Accidents by Fire or other unavoidable Accidents whereby the same may happen to be damaged, destroyed or lost, only excepted). **In Witness**, &c.

Which said Fine shall enure only to the Uses above mentioned.

Covenant to make further Assurance.

Covenant to produce all Deeds, &c. relating to the Premises.

A Lease for Year, if Lessor so long Live.

THIS Indenture, made, &c. **Between** E. C. of *London*, Widow, of the one Part, and R. F. Citizen and Embroiderer of *London*, of the other Part, **Witnesseth**, that the said E. C. for and in Consideration of the Sum of five Shillings of lawful Money of *£*c. to her in Hand paid by the said R. C. at or before the Ensealing and Delivery of these Presents, the Receipt whereof she doth hereby acknowledge, and for divers other good Causes and Considerations her hereunto moving, **hath** bargained, sold and demised, and by these Presents doth bargain, sell, and demise, unto the said R. F. all that Messuage or Tenement, (*prout* in Release, *usque* and all the Estate) **To have and to hold** the said Messuage or Tenement, Piece or Parcel of Land, and all and singular other the Premises herein before mentioned or intended to be hereby bargained and sold, with their and every of their Rights, Members and Appurtenances, unto the said R. F. his Executors, Administrators and Assigns, from the Day next before the Day of the Date of these Presents, unto the full End and Term of one whole Year from thence next ensuing, and fully to be compleat and ended, if the said E. C. shall so long live; **Yielding and paying** therefore unto the said E. C. or her Assigns, the Rent of one Pepper-Corn upon the Feast-Day of St. *Michael* the Archangel now next ensuing, (if lawfully demanded) and no more: **To the Intent**, that by virtue of these Presents, and of the Statute for transferring Uses into Possession, the said R. F. may be in the actual Possession of the said Messuage or Tenement, and other the said hereby bargained Premises, with their Appurtenances, and be thereby enabled to accept and take a Grant and Release of the Reversion and Freehold thereof, to him his Heirs and Assigns,

Considerations.

Habendum.

Reddendum.

To the Intent the Lessee may be in Possession of the Premises, to enable him

to take a grant thereof. Assigns, during the Life of the said *E. C.* by Indenture intended to be made between the said *E. C.* on the one Part, and the said *R. F.* on the other Part, and to bear Date the Day next after the Day of the Date of these Presents. **In Witness, &c.**

A Release for the Life of the Releasor.

THIS Indenture made, &c. Between *E. C.* of *London*, Widow, of the one Part, and *R. F.* of, &c. Embroiderer, on the other Part. **Whereas** *J. C.* of *London*, Esq; deceased, late Husband of the said *E. C.* did by his last Will and Testament, bearing Date, &c. (amongst other Things) give and devise unto the said *E. C.* the Messuage or Tenement, Piece or Parcel of Ground, with the Outhouses, Buildings, Orchard, Garden and other the Appurtenances herein after particularly mentioned and expressed, for and during the Term of her natural Life, as by the Will remaining in the Prerogative Court of *Canterbury*, Relation being hereunto had, may more at large appear: **Now this Indenture witnesseth**, that the said *E. C.* for and in Consideration of the Sum of, &c. to her in Hand paid by the said *R. F.* the Receipt whereof she doth hereby acknowledge, and thereof and of and from every Part and Parcel thereof doth acquit, release and discharge the said *R. F.* his Heirs, Administrators and Assigns, and every of them, for ever by these Presents hath granted, bargained, sold, aliened, released and confirmed, and by these Presents doth fully, clearly and absolutely grant, bargain, sell, alien, release and confirm unto the said *R. F.* in his actual Possession now being, by virtue of a Bargain and Sale and Demise to him made by the said *E. C.* by Indenture bearing Date the Day next before the Day of the Date of these Presents, for the Term of one Year, commencing from the Day next before the Day of the Date of the same Indenture, if she the said *E. C.* shall so long live, and by Force and Virtue of the Statutes for transferring Uses into Possession, and to his Heirs and Assigns, **All** that Messuage or Tenement, situate, &c. formerly in the Tenure or Occupation of, &c. afterwards of, &c. after that of, &c. since of, &c. late of &c. and now or late of the said *R. F.* **And also** all that Piece or Parcel of Land and Ground containing by Estimation, &c. more or less, with the Appurtenances, lying and being next or near adjoining to the said Messuage or Tenement on the *South* Side thereof, now or late also in the Tenure or Occupation of the said *R. F.* **And** all Barns, Buildings, Stables, Orchards, Backsides, Gardens, Ways, Easements, Commons, Common of Pasture, Profits, Commodities, Hereditaments and Appurtenances whatsoever, to the said Messuage or Tenement, and the said Piece or Parcel of Ground belonging or in any wise appertaining: **And** the Reversion and Reversions, Remainder and Remainders, Rents, Issues and Profits of all and singular the Premises, and of every Part and Parcel thereof: **And** all the Estate, Right, Title, Interest, Use, Trust, Claim and Demand whatsoever, of her the said *E. C.* of, in; to or out of the said Messuage or Tenement, Piece or Parcel of Land, and other the Premises, and of, in, to or out of every or any Part or Parcel thereof in any wise howsoever, together with all Deeds, Evidences and Writings whatsoever, touching and concerning the Premises, which she the said *E. C.* now hath in her Custody or Power, or can or may come by without Suit in Law; **To have and to hold** the said Messuage or Tenement, Piece or Parcel of Land, and all and singular other the Premises herein before mentioned or intended to be hereby granted, released or confirmed, with their and every of their Rights, Members and Appurtenances, unto the said *R. F.* his Heirs and Assigns, for and during the natural Life of the said *E. C.* to the only proper Use of the said *R. F.* his Heirs and Assigns, during the natural Life of the said *E. C.* **And** the said *E. C.* for herself, her Heirs, Executors and Administrators, and for every of them, doth covenant, promise and agree to and with the said *R. F.* his Heirs and Assigns, and to and with every of them, by these Presents, in Manner and Form following, (that is to say) that she the said *E. C.* (for and notwithstanding any Act, Matter or Thing, had, made, committed or done, or wittingly or willingly suffered by her, or her late Husband to the contrary) at the Ensealing and Delivery of these Presents, is and stands lawfully and rightfully seised of and in the said Messuage or Tenement, Piece or Parcel of Land, and all other the Premises herein before mentioned or intended to be hereby granted and released, with their and every of their Rights, Members and Appurtenances, of a good, sure, perfect, absolute and indefeasible Estate of Freehold, for and during the Term of her natural Life, without any Condition, Trust, Power of Revocation, or Limitation of Use or Uses, or other Restraint, Matter or Thing whatsoever, to alter, change, charge, impeach, defeat, incumber or make void the same: **And** that she the said *E. C.* (for and notwithstanding any such Act, Matter or Thing as aforesaid) now hath in herself good Right, full Power and lawful Authority to grant, bargain, sell, alien, release and confirm the said Messuage or Tenement, Piece or Parcel of Land, and all and singular other the Premises herein before mentioned or intended to be hereby granted or released, with their and every of their Appurtenances unto the said *R. F.* his Heirs and Assigns,

Assigns, during her Life, in Manner and form aforesaid: **And also**, that he the said *R. F.* his Heirs and Assigns, shall and may from Time to Time, and at all Times hereafter during her Life, lawfully, peaceably and quietly have, hold, use, occupy, possess and enjoy the said hereby released Messuage or Tenement, Piece or Parcel of Land, and other the Premises, with their and every of their Rights, Members and Appurtenances, and receive and take the Rents, Issues and Profits thereof, and of every Part and Parcel thereof, to his and their own proper Use and Behoof, without any lawful Let, Suit, Trouble, Denial, Eviction, Ejection or Interruption of or by the said *E. C.* or any other Person or Persons whatsoever, lawfully claiming or to claim, by, from or under her or her said late Husband, (except as herein after is excepted): **And** that free and clear, and freely and clearly acquitted exonerated and discharged of, from and against all and all Manner of former and other Gifts, Grants, Bargains, Sales, Leases, Jointures, Dowers and Titles of Dowers, Uses, Wills, Intails, Mortgages, Statutes Merchant and of the Staple, Recognizances, Extents, Executions, Fines, yearly Payments, and all Arrearages thereof, and of and from all other Estates, Titles, Troubles, Charges, or Incumbrances whatsoever, had, made, committed, done, or wittingly or willingly suffered by her the said *E. C.* or her said late Husband, or by or through her or his Act, Means, Consent, Neglect, Default, Privity or Procurement, **Except** one Indenture of Lease, bearing Date, &c. made by her the said *E. C.* to *H. K.* of *London* Merchant deceased, of the said hereby released Premises for the Term of, &c. commencing, &c. at the yearly Rent of, &c. payable quarterly, under which said Lease the said *R. F.* now holds the said Premises: **And further**, that she the said *E. C.* and all and every other Person and Persons having or lawfully claiming, or which can or may lawfully have or claim any Estate, Right, Title, Interest, Benefit or Demand of, in, to or out of the said Messuage or Tenement, Piece or Parcel of Land, and other the aforesaid Premises, or any Part thereof, during the Life of the said *E. C.* by, from or under her the said *E. C.* or her said late Husband, shall and will from Time to Time, and at all Times hereafter, at the reasonable Request, Costs and Charges in the Law of the said *R. F.* his Heirs or Assigns, make, do, acknowledge, levy, suffer and execute, or cause or procure to be made, done, acknowledged, levied, suffered and executed, all and every such further and other lawful and reasonable Acts, Matters and Things, Conveyances and Assurances in the Law whatsoever, for the further, better and more perfect assuring and conveying of the said Messuage or Tenement, Piece or Parcel of Land and Premises, with their Appurtenances, unto the said *R. F.* his Heirs and Assigns, during the natural Life of the said *E. C.* as by the said *R. F.* his Heirs and Assigns, or his or their Counsel learned in the Law, shall be reasonably devised, advised or required, so as the Person or Persons who are to make such further Assurance be not compelled or compellable to travel further than the Cities of *London* or *Westminster* for the doing thereof, and so as such further Assurances contain no further or other Covenant or Warranty than against the Person or Persons making the same: **And lastly**, that the said *R. F.* his Heirs or Assigns, shall or lawfully may peaceably and quietly hold and enjoy all such Part of the Yard, Orchard or Garden belonging to the Premises, as is or is reputed to be Copyhold, without any Manner of Let, Suit Hindrance or Interruption at any Time or Times hereafter, during the natural Life of the said *E. C.* of or by her the said *E. C.* or any Person or Persons lawfully claiming or to claim by, from or under her or her said late Husband, or by or through his or her Act, Means, Consent, Neglect, Default, Privity or Procurement: **And** that she and all lawfully claiming under her will upon Request, and at the Costs and Charges of the said *R. F.* his Heirs or Assigns, make and do all such Acts and Things as shall be reasonably required for the making of a Title to him and them, of, in and to such Part of the Premises as is Copyhold during the Life of the said *E. C.* as aforesaid.

In Witness, &c.

Covenant for quiet Enjoyment.

And that the Premises are free from all Incumbrances

except one Indenture of Lease.

Covenant for further Assurance.

Covenant for quiet Enjoyment of such Part of the Premises as is Copyhold;

and to make a Title thereof.

Bargain and Sale for a Year.

THIS Indenture made, &c. **Between** *T. D.* of, &c. Gent. *S. S.* of, &c. Merchant, and *S. D.* of, &c. eldest Son of the said *T. D.* on the one Part, and *E. J.* of, &c. Widow, on the other Part, **Witnesseth**, that the said *T. D.* *S. S.* and *S. D.* in Consideration of the Sum of five Shillings of lawful Money of *Great Britain*, to them or one of them in Hand paid by the said *E. J.* at, on or before the Ensealing and Delivery of these Presents, the Receipt whereof they do hereby acknowledge, and for divers other good Causes and Considerations them hereunto moving, **Have**, and each and every of them **hath** bargained and sold, and by these Presents **Do**, and each and every of them **Doth** bargain and sell unto the said *E. J.* **All** those (prout in the Release *usque* and all the Estate, &c.) **To have and to hold** the said Tofts, Pieces or Parcels of Ground, Messuages or Tenements thereon erecting and building, and all and singular other the Premises herein before mentioned or intended to be hereby bargained and sold, with their and every of their Rights, Members and Appur-

Consideration.

Habendum.

Reddendum.

To the Intent,
that the Bar-
gainee may be
in Possession,
and thereby
enabled to
take a Grant,
&c. of the
Premises.

Appurtenances unto the said *E. J.* her Executors, Administrators and Assigns, from the Day of the Date of these Presents unto the full End and Term of one whole Year, from thence next ensuing and fully to be compleat and ended; **Yielding and paying** therefore unto the said *T. D. S. S.* and *S. D.* their Heirs or Assigns, the Rent of one Pepper-Corn upon the Feast Day of *St Michael* the Archangel now next coming (if lawfully demanded) and no more; **To the Intent**, that by virtue of these Presents, and of the Statutes for transferring Uses into Possession, the said *E. J.* may be in the actual Possession of the said hereby bargained Premises, with their Appurtenances, and be thereby enabled to accept and take a Grant and Release of the Reversion and Inheritance thereof to her the said *E. J.* her Heirs and Assigns, by Indenture of Release intended to be made between the said *T. D. S. S.* and *S. D.* on the one Part, and the said *E. J.* on the other Part, and to bear Date the Day next after the Day of the Date of these Presents. **In Witness**, &c.

The Release in Fee.

THIS Indenture made, &c. **Between** *T. D.* of, &c. Gent. *S. S.* of, &c. Merchant, and *S. D.* of, &c. eldest Son of the said *T. D.* on the one Part, and *E. J.* of, &c. Widow on the other Part, **Witnesseth**, that for and in Consideration of the Sum of, &c. of lawful Money of *Great Britain* to them the said *T. D. S. S.* and *S. D.* or one of them, by the said *E. J.* in Hand at or before the Sealing and Delivery of these Presents well and truly paid, the Receipt whereof they do hereby acknowledge, and thereof, and of and from every Part and Parcel thereof, do acquit, release and discharge the said *E. J.* her Heirs, Executors and Administrators, and every of them by these Presents, they the said *T. D. S. S.* and *S. D.* **Have**, and each and every of them **hath** granted, bargained, sold, remised, released and confirmed, and by these Presents **Do**, and each and every of them **Doth** fully and absolutely grant, bargain, sell, remise, release and confirm unto the said *E. J.* (in her actual Possession now being by virtue of a Bargain and Sale thereof to her made, by Indenture bearing Date the Day next before the Day of the Date of these Presents, by or from the said *T. D. S. S.* and *S. D.* for the Term of one whole Year, commencing from the Day next before the Day of the Date of the same Indenture, under the Rent of a Pepper-Corn, (if demanded) and by Force and Virtue of the Statute for transferring Uses into Possession), and to her Heirs and Assigns for ever, **All** those Tofts, Pieces or Parcels of Ground, whereon lately stood three Messuages or Tenements, situate and being on the *South Side of Wapping-Street*, in the Parish of, &c. containing, &c. **And also** those two Messuages or Tenements now erecting and building, or erected and built on the said Tofts, Pieces or Parcels of Ground, or some Part thereof, by and at the Proper Costs and Charges of, &c. in pursuance of the Lease lately granted to them by the said *T. D. S. S.* and *S. D.* together with all and singular Ways, Passages, Lights, Easements, Sheds, Rooms, Cellars, Solars, Shops, Chambers, Outhouses, Buildings, Profits, Commodities, Advantages and Appurtenances whatsoever, to the said hereby bargained and released Tofts, Pieces or Parcels of Ground, Messuages or Tenements or other the Premises belonging, or in any wise appertaining, or therewith used, occupied or enjoyed, or accepted, reputed or taken as Part, Parcel or Member thereof, and the Reversion and Reversions, Remainder and Remainders, Rents, Issues and Profits of all and singular the Premises, and of every Part and Parcel thereof: **And also**, all the Estate, Right, Title, Interest, Claim and Demand whatsoever of them the said *T. D. S. S.* and *S. D.* and every or any of them, of, in, to, or out of the same Premises, or any Part or Parcel thereof, in any wise howsoever, **Together** with all such Deeds, Evidences and Writings, as concern the Premises only, or any Part thereof, and Copies of all such as concern the same jointly with any other Things, to be made and written, at the proper Costs and Charges of the said *E. J.* her Heirs or Assigns, which said Tofts, Pieces or Parcels of Ground, and other the said hereby bargained and released Premises were (*inter alia*) lately purchased by the said *T. D. S. S.* and *S. D.* of *C. S.* of, &c. Gent. Son and Heir of *C. S.* lately of *London*, Esq; deceased, and were conveyed to them and their Heirs in equal third Parts, by the said *C. S.* by Bargain and Sale *Quadrupartite*, enrolled in the High Court of Chancery, bearing Date, &c. and by Lease and Release *Quadrupartite*, bearing Date, &c. and by Fine from the said *C. S.* and *M.* his Wife, duly levied in his Majesty's Court of Common Pleas in Trinity-Term, in the, &c. **To have and to hold** the said Tofts, Pieces or Parcels of Ground, and the said Messuages or Tenements thereon erecting and building, or erected and built, and all and singular other the Premises herein before mentioned or intended to be hereby released, and every Part and Parcel thereof, with their and every of their Rights, Members and Appurtenances, unto the said *E. J.* her Heirs and Assigns for ever, to the only proper Use and Behoof of the said *E. J.* her Heirs and Assigns for ever: **And** the said *T. D. S. S.* and *S. D.* **Do** by these Presents for themselves severally and respectively, and for their several and respective Heirs, Executors, and

Admi-

Administrators, and not jointly, or the one for the other, or for the Act or Deed of the other, covenant promise and agree to and with the said *E. J.* her Heirs and Assigns, in Manner and Form following, (that is to say) that they the said *T. D. S. S.* and *S. D.* or some or one of them, for and notwithstanding any Act, Matter or Thing by them, or any of them respectively made, done, committed, or wittingly or willingly suffered to the contrary, at the Time of the Enfealing and Delivery of these Presents, is or are the true and lawful Owner or Proprietor, Owners or Proprietors of the said Tofts, Pieces or Parcels of Ground, Messuages or Tenements, and all other the Premises herein before mentioned or intended to be hereby released, and every Part and Parcel thereof, with the Appurtenances, and is or are lawfully, rightfully and absolutely seised thereof, and of every Part and Parcel thereof, of a good pure, absolute and indefeasible Estate of Inheritance in Fee-simple, without any Manner of Condition, Reservation, Limitation of Use or Uses, or Restraint, Matter or Thing whatsoever, to determine, alter, charge or defeat the same: **And** shall continue so seised thereof, and of every Part thereof, until a good, perfect and absolute Estate in Fee-simple shall be thereof vested in the said *E. J.* and her Heirs, according to the true Intent and Meaning of these Presents: **And also**, that the said *E. J.* her Heirs and Assigns, and every of them, shall or lawfully may from Time to Time and at all Times hereafter, peaceably and quietly have, hold, use, occupy, possess and enjoy all and singular the Premises herein before mentioned or intended to be hereby released, and every Part and Parcel thereof, with their and every of their Rights, Members and Appurtenances, without any lawful Let, Suit, Trouble, Denial, Eviction, Ejection or Interruption whatsoever, of or by them the said *T. D. S. S.* and *S. D.* their Heirs or Assigns, or any of them respectively, or of or by any other Person or Persons whatsoever, lawfully claiming or to claim by, from or under them, or any of them respectively in any wise howsoever: **And** that free and clear and freely and clearly acquitted, exonerated and discharged, of, from and against all and all Manner of former and other Bargains, Sales, Gifts, Grants, Feoffments, Devises, Uses, Jointures, Dowers, Intails, Rents, Arrearages of Rents, Issues, Fines, Post-Fines Annuities, Debts, Duties, Judgments, Executions, Extents, Recognizances, Statutes-Merchant and of the Staple, Seizures, Sequestrations, and all other Estates, Rights, Titles, Troubles, Charges and Incumbrances whatsoever, by them the said *T. D. S. S.* and *S. D.* or any of them respectively had, made, committed, done, or wittingly or willingly suffered in any wise howsoever, **Except** one Lease by Indenture, bearing Date, &c. made by the said *T. D. S. S.* and *S. D.* to the above-named *J. B.* and *E. S.* of all and singular the said hereby bargained and released Premises, for the Term of, &c. commencing from the Feast-Day of the Annunciation of the Blessed Virgin *Mary*, now last past, at the Rent of one Pepper-Corn for the first Year of the said Term, and the yearly Rent of, &c. for all the Residue of the said Term, payable quarterly: **And further**, that they the said *T. D. S. S.* and *S. D.* their Heirs and Assigns respectively, and all and every other Person lawfully claiming or to claim any Estate, Right, Title or Interest, of, in, to or out of the said hereby released Premises, or any Part or Parcel thereof, by, from, under, or in Trust for them, or any of them respectively, shall and will from Time to Time, and at all Times hereafter within the Space of seven Years, upon the Request and at the Costs and Charges of the said *E. J.* her Heirs or Assigns, make, do, acknowledge, levy, execute and suffer, or cause to procure to be made and done, acknowledged, levied, executed and suffered, all such further and other reasonable Acts, Matters and Things, Conveyances and Assurances in the Law whatsoever, for the further, better and more perfect assuring and conveying of the same Premises, and every Part or Parcel thereof, unto the said *E. J.* her Heirs and Assigns for ever, according to the true Intent and Meaning of these Presents, as by the said *E. J.* her Heirs or Assigns shall be reasonably devised, advised or required, so as such further Assurances or Conveyances contain no further or other Warranty or Covenants than only against the Parties making the same, and their respective Heirs, and so as the Party or Parties making the same, be not compelled or compellable to travel further than the Cities of *London* or *Westminster* for the doing thereof: **And lastly**, that they the said *J. D. S. S.* and *S. D.* their Heirs or Assigns, or some of them, shall and will from Time to Time, and at all Times hereafter upon reasonable Notice and Request to them made and given by the said *E. J.* her Heirs or Assigns, and at her and their Costs and Charges, produce and shew forth, or cause to be produced and shewed forth in any Court or Courts of Law or Equity, all and every or any the Deeds, Evidences and Writings particularly mentioned or expressed in the Schedule indented to these presents annexed, (provided they be not destroyed by Fire or other inevitable Accident) when and as often as there shall be Occasion to make use of them or any of them for the Maintenance and Justification of the Title of the said *E. J.* her Heirs or Assigns, in or to the Premises herein before mentioned or intended to be hereby released, or any Part or Parcel thereof. **In Witness, &c.**

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ful Owners of
all the Pre-
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And shall so
continue till
an Estate in
Fee simple be
vested in the
Bargainee.
Covenant, for
quiet Enjoy-
ment.

And that the
Premises are
free from In-
cumbrances;

except one
Lease of all
the Premises;

Covenant to
make further
Assurance, at
any Time
within the
Space of se-
ven Years.

Covenant to
produce the
Writings re-
lating to the
Premises, at
any Time
when re-
quested.

Bargain and Sale inrolled, of the same Estate, for further Confirmation, &c.

THIS Indenture, made, &c. Whereas *J. D.* of, &c. Gent. *S. S.* of, &c. Merchant, and *S. D.* of, &c. eldest Son of the said *J. D.* on the one Part, and *E. J.* of, &c. Widow on the other Part, **Witnesseth**, that for and in Consideration of the Sum of, &c. of good and lawful Money of, &c. to them the said *J. D. S. S.* and *S. D.* or one of them in Hand paid by the said *E. J.* at or before the Ensealing and Delivery of these Presents, the Receipt whereof they do hereby acknowledge, and themselves therewith fully satisfied and paid, being the said Sum of, &c. which is mentioned to be the Consideration of a certain Indenture of Release made between the same Parties, and bearing even Date with these Presents, and for divers other good Causes and Considerations them thereunto moving, they the said *J. D. S. S.* and *S. D.* **Have**, and each and every of them **Doth** granted, bargained, sold, aliened, released and confirmed, and by these Presents do fully and absolutely grant, bargain, sell, alien, release and confirm unto the said *E. J.* her Heirs and Assigns for ever, **All** those, &c. (*prout* in the Release *usque* the *Habendum*) **To have and to hold** the said Tots, Pieces or Parcels of Ground, and the said Messuages or Tenements thereon erecting and building, or erected and built, and all and singular other the Premises herein before mentioned or intended to be hereby granted, bargained, sold, aliened, released or confirmed, and every Part and Parcel thereof, with their and every of their Rights, Members and Appurtenances, unto the said *E. J.* her Heirs and Assigns for ever, **To** the only Use and behoof of the said *E. J.* her Heirs and Assigns for ever: **And** the said *J. D. S. S.* and *S. D.* for themselves severally and respectively, and for their several and respective Heirs, Executors and Administrators, not the one for the other, or for the Heirs, Executors or Administrators, or for the Acts and Deeds of the other, do hereby covenant, promise and grant, to and with the said *E. J.* her Heirs and Assigns, that they the said *J. D. S. S.* and *S. D.* and their Heirs respectively, all and singular the Premises herein before mentioned to be hereby granted, bargained, sold, aliened, released or confirmed, and every Part and Parcel thereof, with their and every of their Rights, Members and Appurtenances, unto the said *E. J.* her Heirs Assigns against them the said *J. D. S. S.* and *S. D.* and their Heirs respectively, and all Persons lawfully claiming or to claim, by, from, under, or in Trust for them or any of them respectively, shall and will warrant, and for ever defend by these Presents. **In Witness, &c.**

A Release in Fee. (See a Lease for a Year.)

THIS Indenture made, &c. Between *J. C.* Citizen and Dyer of London, and *Anne* his Wife of the one Part, and *J. H.* of, &c. Gent of the other Part, **Witnesseth**, that in Consideration of the Sum of, &c. of good, &c. to the said *J. C.* in Hand paid at or before the Ensealing and Delivery of these Presents by the said *J. H.* the Receipt whereof he the said *J. C.* doth hereby acknowledge, and himself therewith fully satisfied, contented and paid, and thereof, and of and from every Part and Parcel thereof, doth acquit, release and discharge the said *J. H.* his Heirs, Executors and Administrators for ever, by these Presents, they the said *J. C.* and *Anne* his Wife, **Have** granted, bargained, sold, remised, released and confirmed, and by these Presents **Do** grant, bargain, sell, remise, release and confirm unto the said *J. H.* in his actual Possession now being, by virtue of a Bargain and Sale to him made by the said *J. C.* by Indenture, bearing Date the Day next before the Day of the Date of these Presents, for the Term of one whole Year, commencing from the Day next before the Day of the Date of the same Indenture, and by Force of the Statute for transferring Uses into Possession, and to the Heirs and Assigns of the said *J. H.* for ever, **All** that Messuage or Tenement, called or known by the Name of, &c. and all and singular the Barns, Stables, Stalls, Edifices and Buildings, Closets, Yards, Gardens and Orchards, with all and singular the Appurtenances to the said Messuage or Tenement also belonging or appertaining, situate, lying and being, &c. **And also** divers Pieces or Parcels of Land, Arable, Meadow, Pasture and Wood, to the said Messuage or Tenement also belonging or appertaining, or, therewith used, occupied or enjoyed, herein after particularly mentioned or expressed, (that is to say) four Pieces or Parcels of Land, Meadow and Pasture, and one Piece or Parcel of Land now or late planted with Hops, lying together near the said Messuage or Tenement and Orchard, containing in the whole by Estimation twenty Acres, be there more or less thereof, two Pieces or Parcels of Land, Arable and Pasture, called the *Dean Fields*, with the *Wish* thereunto adjoining, containing by Estimation twelve Acres, be there more or less thereof, one Piece or Parcel of, &c. and all other the Messuages, Farms, Lands, Tenements, Hereditaments and Premises whatsoever, of the said *J. C.* and *Anne* his Wife, or either of them, situate, lying and being in, &c. and the Reversion and Reversions, Remainder and Remainders, Rents, Issues and Profits of all and singular the said Messuages, Farms, Lands,

Lands, Tenements, Hereditaments and Premises herein before mentioned, or intended to be hereby granted and released, and every Part and Parcel thereof, with their and every of their Rights, Members and Appurtenances, and all the Estate, Right, Title, Interest, Possession, Property, Claim and Demand whatsoever of them the said J. C. and Anne his Wife, of, in, or to the said Messuages, Farms, Lands, Tenements, Hereditaments and Premises herein before granted and released, or mentioned or intended to be hereby granted or released, and every or any Part or Parcel thereof, together with all Deeds, Evidences and Writings touching or concerning the said Messuages, Lands, Tenements, Hereditaments and Premises, or any Part thereof only, now in the Custody or Power of the said J. C. or which he can or may come by without Suit in Law, and true Copies of all such others as concern the Premises jointly with other Things, to be made and written at the Request, Costs and Charges of the said J. H. All which said Messuages, Farms, Tenements and Hereditaments and Premises herein before granted and released, or mentioned or intended to be hereby granted or released, were purchased by the said J. C. of J. L. of London, Doctor of Physick, and Grace his Wife, J. L. of, &c. Clerk, and R. B. of London Esq; and E. his Wife, and were conveyed to him by Indenture of Lease and Release, and Fine thereupon levied, the Lease bearing Date, &c. and the Release &c. **To have and to hold** all and singular the said Messuages, Farms, Lands, Tenements, Hereditaments and Premises aforesaid, in and by these Presents granted and released, or mentioned or intended to be hereby granted or released, and every Part and Parcel thereof, with their and every of their Rights, Members and Appurtenances unto the said J. H. his Heirs and Assigns, **To** the only proper Use and Behoof of the said J. H. his Heirs and Assigns for ever: **And** for the better conveying and assuring of the said Messuages, Farms, Lands, Tenements, Hereditaments and Premises herein before mentioned, or intended to be hereby granted and released unto the said J. H. his Heirs and Assigns for ever, the said J. C. doth for himself, his Heirs, Executors and Administrators, covenant, promise and agree, to and with the said J. H. his Heirs and Assigns, that he the said J. C. and the said Anne his Wife, shall and will before the End of *Michaelmas* Term Next, in due Form of Law, acknowledge and levy before the Justices of his Majesty's Court of Common Pleas at *Westminster*, unto the said J. H. and his Heirs, one or more Fine or Fines, **Sur Cognizance de droit come ceo**, &c. and Proclamations thereupon to be had and prosecuted, according to the common and usual Course of such Fines, and of the Laws and Statutes in that behalf made and provided, of all and singular the said Messuages, Farms, Lands, Tenements and Hereditaments herein before mentioned, or intended to be hereby granted and released, with their and every of their Rights, Members and Appurtenances, by such Name or Names, Quantities, Qualities and Descriptions to ascertain the same, and in such Manner and Form, as by the said J. H. his Heirs and Assigns, or his or their Counsel learned in the Law shall be reasonably advised, devised or required: **And** it is hereby declared and agreed by and between all and every the Parties to these Presents, that the said Fine or Fines so as aforesaid, or in any other Manner or Form to be acknowledged and levied, and all and every other Fine and Fines, and all other Conveyances and Assurances heretofore had, made, acknowledged, executed, or perfected, or at any Time hereafter to be had, made, acknowledged, executed or perfected, of or concerning the said Messuage, Farms, Lands, Tenements, Hereditaments and Premises herein before mentioned, or intended to be hereby granted or released, with the Appurtenances, or any Part or Parcel thereof, by or between the said Parties to these Presents, or any of them, or to or with them or any of them, who are or shall be Parties or Privies, shall be and enure, and shall be construed, adjudged, deemed and taken to be and enure, and so were and are meant and intended to be and enure, and are hereby declared by and between all the Parties to these Presents to be and enure, **To the Use and Benefit** of the said J. H. his Heirs and Assigns for ever, and to or for no other Use, Intent or Purpose whatsoever: **Provided always**, and it is hereby declared and agreed, by and between the said J. C. and J. H. that the said Messuage and Farm called, &c. shall stand charged with, and shall be liable and subject to the Payment of the Annuity or yearly Rent-charge of ten Pounds to the Minister and Churchwardens of the Parish of, &c. and to their Successors, Ministers and Churchwardens for ever, in such Manner as the same is given or devised to them by the last Will and Testament of, &c. deceased, bearing Date, &c. this Indenture or any Thing else herein contained to the contrary in any wise notwithstanding: **And** the said J. C. for himself, his Heirs, Executors and Administrators doth further covenant, promise and agree, to and with the said J. H. his Heirs and Assigns, and every of them by these Presents in Manner and Form following, (that is to say) that for and notwithstanding any Act, Matter or Thing by him the said J. C. done or committed to the contrary, he the said J. C. on the Day of the Date hereof, and at the Time of the Enfealing and Delivery of these Presents, is and standeth lawfully seised in this Demesne of an absolute and indefeasible Estate of Inheritance in Fee-simple, to the Use of himself and his Heirs of and in the said Messuage, Farms, Lands, Tenements, Hereditaments and Premises herein before

Habendum Fee.

Covenant to levy a Fine of all the Premises.

Declaration of the Uses.

Proviso, that the Premises shall be liable to the Payment of a Rent-charge of 10 l. per Ann. for ever. Covenant, that the Connuor is seised of the Premises in an absolute Estate in Fee-simple;

and hath full
Power to
grant and
convey the
same.

Covenant for
quiet Enjoy-
ment;

and that the
Premises are
free from
all Incum-
brances,
except a Lease
of the Pre-
mises.

Covenant to
make further
Assurance, at
any Time
within seven
Years.

before mentioned, or intended to be hereby granted and released, and every Part and Parcel thereof without any Manner of Condition, Use, Trust, Power or Limitation, to alter, change, make void or determine the same: **And** that the said *J. C.* (for and notwithstanding any such Act, Matter or Thing by him done or committed to the contrary as aforesaid) now hath in himself full Power, good Right, true Title, and lawful and absolute Authority to grant, release and convey all and singular the said Messuages, Farms, Lands, Tenements, Hereditaments and Premises herein before mentioned, or intended to be hereby granted, released or conveyed, with their and every of their Rights, Members and Appurtenances unto the said *J. H.* his Heirs and Assigns, in Manner and Form aforesaid: **And** that he the said *J. H.* his Heirs and Assigns, shall and may from Time to Time, and at all Times for ever hereafter, peaceably and quietly have hold occupy, possess and enjoy the same Messuages, Farms, Lands, Tenements, Hereditaments and Premises, with the Appurtenances, and every Part and Parcel thereof, and receive and take the Rents, Issues and Profits of the same, to his and their own proper Use and Behoof, without any lawful Let, Suit, Trouble, Denial, Eviotion, Ejection, Molestation, Impediment, Claim, Demand or Interruption, either in Law or equity, of or by the said *J. C.* and the said *Anne* his Wife, or either of them, or the Heirs of the said *J. C.* or of or by any other Person or Persons whatsoever lawfully claiming or to claim by, from or under him or her, or by or through his or her Act, Means, Estate, Right, Title, Interest, Consent or Procurement in any wise howsoever: **And** that free and clear, and freely and clearly acquitted and discharged, or otherways by the said *J. C.* his Heirs, Executors and Administrators, or some of them, from Time to Time, and at all Times hereafter, kept harmless and indemnified, of and from all and all Manner of former and other Bargains, Sales, Leases, Grants, Intails, Annuities, Arrearages of Rents, Dowers, Title and Titles of Dower, the Dower and Thirds of the said *A. C.* Statutes, Judgments, Recognizances, Extents, Fines, Amerciaments, and of and from all other Estates, Titles, Troubles, Charges and Incumbrances, Acts, Matters and Things whatsoever, had, made, committed, done, or wittingly, or willingly committed or suffered by the said *J. C.* or by any other Person or Persons lawfully claiming by, from or under him, (the Contract or Agreement made by the said *J. C.* with the above named *J. A.* for a Lease of such Part of the Premises as is now in his Possession under the yearly Rent of, &c. only excepted); **And moreover**, that he the said *J. C.* and *Anne* his Wife, and the Heirs of the said *J. C.* and all and every other Person or Persons having or lawfully claiming any Estate, Right, Title or Interest of, in, or to the said Messuages, Farms, Lands, Tenements, Hereditaments and Premises, or any Part or Parcel thereof, from, by, or under him and her, or either of them, shall and will from Time to Time, and all Times hereafter, for and during the Term of seven Years next ensuing the Date of these Presents, upon the reasonable Request, and at the Costs and Charges of the said *J. H.* his Heirs or Assigns, make, do, acknowledge, levy, suffer and execute, or cause or procure to be made, done, acknowledged, levied, suffered and executed, all and every such farther and other Acts, Matters and Things, Conveyances and Assurances in the Law whatsoever, for the further, better and more effectual conveying and assuring all and singular the Premises herein before mentioned, or intended to be hereby granted, released or conveyed, with their and every of their Rights, Members and Appurtenances, to the only proper Use and Behoof of the said *J. H.* his Heirs and Assigns for ever, as by the said *J. H.* his Heirs or Assigns, or his or their Counsel learned in the Law, shall be reasonably advised or devised or required, so as such further Acts, Conveyances and Assurances, or any of them, do not contain any further or larger Warranty or Covenant on the Part of the said *J. C.* and his Heirs than are herein before contained, and so as for the doing thereof, the Person or Persons who shall be required to make or do the same, be not compelled or compellable to travel above five Miles from his or their Place or Places of Dwelling or abode respectively. **In Witness, &c.**

A Lease for a Year, Tripartite, to precede a Release.

Parties.
Consideration.

Grant.
Parcels.
Habendum.

THIS Indenture Tripartite, made, &c. Between *A. &c.* of the first Part, *B.* and *C. &c.* of the second Part, and *D.* and *E. &c.* of the third Part, **Witnesseth**, that for and in consideration of 5 s. a-piece of lawful, &c. to the said *A. B.* and *C.* in Hand, &c. by the said *D.* and *E.* well and truly paid, the Receipt whereof the said *A. B.* and *C.* do hereby acknowledge, and thereof, &c. the said *A.* and likewise the said *B.* and *C.* (at the Request, and by and with the Consent, Direction and Appointment of the said *A.* testified by his Signing and Sealing these Presents) **Have**, and each of them **hath** granted, bargained and sold, and by these Presents **Do**, &c. unto the said *D.* and *E.* their Executors, Administrators and Assigns, **All** that, &c. (Vide Tit. **Parcels**); **To have and to hold** the said (*Manor Messuages, Mill, Closes, Meadows, Lands, Tenements, Hereditaments*) and all and singular other the Premises herein before mentioned, or intended to be hereby granted, bargained and

and sold, with their and every of their Appurtenances, and every Part and Parcel thereof (except before excepted) unto the said D. and E. their Executors, Administrators and Assigns, from the — Day of — (or from the Day next before the Day of the Date of these Presents) for and during, and unto the full End and Term of one whole Year from thence next ensuing, and fully to be complete and ended; **Yielding and paying** therefore unto the said A. B. and C. and the Heirs and Assigns of the said A. the Rent of one Pepper-corn only, at the Feast of — next ensuing the Date of these Presents, if the same shall be lawfully demanded, **To the Intent** that by virtue of these Presents, and of the Statute for transferring Uses into Possession, the said D. and E. may be in the actual Possession of the hereby bargained and sold Premises, (or say, of the said — as in the Habendum) and all and singular other the Premises herein before mentioned, or intended to be hereby granted, bargained, and sold, with their and every of their Appurtenances, and every Part and Parcel thereof, and may be enabled to accept and take a Grant and Release of the Reversion and Inheritance thereof to them and their Heirs and Assigns, **To** and for the only proper Use and Behoof of them the said D. and E. and of their Heirs and Assigns, for ever; (or it may be thus) **To** such Uses as shall be thereby declared. (b) **In Witness, &c.**

In a Lease for a Year to precede a Release by way of Mortgage, say

— **To the End**, Intent and Purpose, that by Force and Virtue of these Presents, and of the Statute made for transferring of Uses into Possession, he the said H. J. may be in the actual Possession of all and singular the hereby bargained and sold Premises, and be thereby the better enabled to take and accept of a Grant and Release of the Freehold of the same Premises, unto and to the Use of the said H. J. his Heirs and Assigns, during the Lives of them the said E. H. the Mother, and E. H. the Daughter, and the Life of the longest Liver of them, in such Manner as in and by a certain Indenture of Release by way of Mortgage, intended to bear Date the Day next after the Date hereof, and made between the same Parties as are to these Presents, shall be mentioned, limited and expressed of and concerning the same. **In Witness, &c.**

A Lease for a Year to precede a Release with two Grants.

THIS Indenture made, &c. Between Sir J. G. of — Bart. eldest Son and Heir of Sir J. G. late of — Bart. deceased, and F. A. Spinster, one of the Daughters and Coheirs of R. A. otherwise B. late of — Esq; deceased, of the one Part, and E. M. of — Esq; and H. G. of — Esq; of the other Part **Witnesseth**, that for and in Consideration, &c. to the said F. A. in Hand, &c. by the said E. M. and H. G. at, &c. the Receipt, &c. she the said F. A. hath bargained, &c. unto the said E. M. and H. G. their Executors, &c. **All, &c.** (the Parcels released by Mrs. A.) and the Reversion, &c. **To have, &c. Yielding, &c.** to such Uses as shall be thereby declared: **And this Indenture further witnesseth**, that for and in Consideration, &c. to the said Sir J. G. in Hand, &c. by the said E. M. and H. G. at, &c. the Receipt, &c. he the said Sir J. G. (Party, &c.) hath, &c. bargained, &c. unto the said E. M. and H. G. their Executors, &c. **All, &c.** (The Parcels released by Sir J. G.) and the Reversion, &c. **To have, &c. Yielding, &c.** (as before). **In Witness.**

Release from three several Men and their Wives, Coheirs at Law, of several Messuages, where each received their Proportion of the Consideration, with separate Covenants, and for levying a Fine.

THIS Indenture Quadripartite, made, &c. Between A. of — (who formerly married E. one of the Daughters of F. late of — since deceased) and G. now the Wife of the said A. of the first Part, B. of — and H. his Wife (which said H. is the only Daughter and Heir of J. deceased, who was the Son and Heir of the aforesaid F. also deceased) of the second Part, C. of — and K. his Wife, or the third Part, and D. of — of the fourth Part, **Witnesseth**, that for and in Consideration of the Sum of — of lawful, &c. to him the said A. and G. his Wife, and of the Sum of — of like Money to the said B. and H. his Wife, and of the Sum of — of like Money to the said C. and K. his Wife, in

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Hand,

(b) Note; If the Release consist of more than two Parts, and be to the Use of divers Persons, then let the Lessor and Lessee for a Year, both of them, seal so many Leases as there are to be Parts of the Release, and then say, **In Witness** whereof all the Parties to these Presents have to each of these Indentures set their Hands and Seals; and the like for the Release, or any other Deed of more Parts than two.

Hand, &c. by the said D. well and truly paid, the Receipt of which said several Sums of — the said A. and G. his Wife, B. and H. his Wife, and C. and K. his Wife, do respectively acknowledge, and of, and from, &c. they the said A. and G. his Wife, B. and H. his Wife, and C. and K. his Wife **have**, and each and every of them **hath** granted, &c. and by, &c. **Do**, &c. fully and absolutely grant, &c. unto the said D. (in the actual Possession, &c. by Force and Virtue of, &c. made by the said A. B. and C. for the Consideration of 5 s. a-piece, by Indenture bearing Date, &c.) and to the Heirs and Assigns of the said D. for ever, **All** those Messuages, &c. and the Reversion, &c. and also all the Estate, Right, Title, Interest, Parts, Shares and Purparts, Inheritance, Use, Trust, Possession, Reversion, Claim and Demand whatsoever, in Law and Equity, of them the said A. and G. his Wife, B. and H. his Wife, C. and K. his Wife, and either and every of them, of, in, to, &c. together with all and singular Deeds, &c. which are in the Hands, &c. of the said A. B. and C. or any of them respectively, or any others in Trust, &c. and true Copies, &c. **To have and to hold**, &c. (as common): **And** the said A. for himself and the said G. his Wife, and the said B. for himself, &c. (Covenant from all the Vendors to levy a Fine, to enure, &c. from A and B. for themselves and Wives, that they are seised of two third Parts, and have Power to grant; and that the Vendee should peaceably enjoy, free from Incumbrances; and that they will make further Assurance; from C. for himself and Wife, that they are seised of the other third Part, have Power to grant, quiet Enjoyment, further Assurance; from all the Parties, that further Assurance shall enure to the Vendee, his Heirs and Assigns for Ever. Vide Tit. Covenants). **In Witness**, &c.

Release from three several Men and their Wives, where one was seised of a Moiety, and the other two of a Quarter-Part each, of a Messuage.

THIS Indenture, made, &c. **Between** A. of — and E. his Wife, B. of — and F. his Wife, C. of — and G. his Wife, of the one Part, and D. of — of the other Part **Witnesseth**, that for and in Consideration of the Sum of 50 l. of lawful, &c. to the said A. and E. his Wife, and of the Sum of 25 l. of, &c. to the said B. and F. his Wife, and of the Sum of 25 l. of, &c. to the said C. and G. his Wife severally in Hand at, &c. by the said D. well and truly paid, the Receipt, &c. they the said A. and E. his Wife B. and F. his Wife, and C. and G. his Wife, **have**, and each of them **hath** granted, &c. and by, &c. **Do**, &c. unto the said D. (in the actual Possession now being, &c. by Force and Virtue of, &c. by the said A. B. and C. by Indenture bearing Date, &c.) and to the Heirs and Assigns of the said D. for ever, their several Parts, Purparts and Proportions herein after expressed of and in the Messuage, or Tenement and Premises herein after mentioned and granted, (that is to say) the said A. and E. his Wife one full and equal Moiety or Half-Part, the said B. and F. his Wife, one full and equal Quarter or Fourth Part, and the said C. and G. his Wife, one other full and equal Quarter or Fourth Part of and in all that Messuage or Tenement, &c. and the Reversion, &c. and all and singular the Rents, &c. reserved, due and payable upon any Demise or Lease made or granted of the said Premises, or any Part thereof; and also all the Estate, &c. of the said A. and E. his Wife, B. &c. or either, &c. together with all and singular Deeds, &c. **To have and to hold** the said several Parts, Purparts and Proportions of and in the said Messuage or Tenement, and all and singular, &c. (Add a Covenant for the Vendors and their Wives to levy a Fine, or take Bonds from the Vendors that their Wives shall not claim Dower, &c. Vide Tit. Bonds. Covenant from A. B. and C. that they are each of them seised of his Share, and have good Right to convey; that the Vendee shall peaceably enjoy, and that they and their Wives will make further Assurance for confirming the said Shares, &c. Vide Tit. Covenants). **In Witness**, &c.

Release from an Aunt, Tenant for Life, and her several Nieces, as Coheirs in Remainder expectant on her Decease.

THIS Indenture Tripartite, made, &c. **Between** A. of — Widow, of the first Part, B. of — C. of — D. of — and E. his Wife, and F. of — which said B. C. E. Wife of the said D. and F. are Daughters of G. late of — and H. his Wife, deceased, which said H. Wife of the said G. was one of the Daughters of J. late of — deceased, and Sister of the said A. of the second Part, and K. of — of the third Part, **Witnesseth**, that for and in Consideration of the Sum of — of lawful, &c. to the said A. in Hand, &c. by the said K. well and truly paid, the Receipt, &c. and of the Sum of 5 s. a-piece to them the said B. C. D. and E. his Wife, and F. the said A. and likewise the said B. C. D. and E. his Wife, and F. **have** granted, &c. and by, &c. **Do**, and each of them **Doth** grant, &c. unto the said K. (in the actual Possession, &c. by Virtue &c. made by them the said A. B. C. D. and E. his Wife, and F. for one whole Year, in Consideration of 5 s. a-piece

a-piece of lawful, &c. to, &c. by Indenture *Tripartite*, bearing Date, &c. and made between, &c. (as above), and by Force, &c.) and to the Heirs and Assigns of the said K. for ever, **All that, &c. To have and to hold, &c. (as usual) And, &c. (Covenant from the Vendors to levy a Fine. From A. that she is lawfully seised to the Use of herself and her Heirs without any Remainder, &c. and that she has a good Right to convey; and that K. may peaceably enjoy, free from Incumbrances; and lastly from the Vendors, that they will make further Assurance to the Use of the Purchaser). In Witness, &c.**

From a Son and Heir and his Mother, with Directions for proper Covenants.

THIS Indenture, made, &c. **Between** A. of, — and B. of — Widow, Mother of the said A. of the one Part, and C. of — of the other Part, **Witnesseth**, that for and in consideration of the Sum of — of lawful, &c. to the said A. and of 5 s. to the said B. in Hand, &c. the Receipt, &c. he the said A. and the said B. **Have** granted, &c. unto the said C. (in his actual Possession, &c.) and to the Heirs and Assigns of the said C. for ever, **All that, &c. To have and to hold, &c. (Covenants from the Son that he is lawfully seised, and hath good Right, &c. and that the Purchaser shall quietly enjoy, free from Incumbrances; and that he and his Heirs, &c. will make further Assurance, to the Use of the Purchaser; and from the Mother, that the Purchaser shall peaceably enjoy). In Witness, &c.**

Release from a Devisee of a Messuage, with Recitals and Directions for proper Covenants, &c.

THIS Indenture, made, &c. **Between** A. of, &c. one of the Daughters and Devisee, in and by the last Will and Testament of the said B. late of — deceased, of the one Part, and C. of — of the other Part **Witnesseth**, that for and in Consideration of, &c. she the said A. **Hath** granted, &c. unto, &c. (in the actual Possession, &c.) **All** the Messuage, &c. **Which** said Messuage, or Tenement and Premises, is one of the three Messuages or Tenements in — aforesaid, which were bought and purchased by D. late of — deceased, Grandfather of the said A. of — &c. **And whereas** by Indenture of Lease and Release, &c. and by Fine and other Assurance conveyed and assured unto or to the Use of the said D. the Grandfather; and which said Messuage and Premises herein before granted and sold, was by the said D. the Grandfather, in and by his last Will and Testament, bearing Date, &c. given and bequeathed unto his Son the aforesaid B. and his Heirs and Assigns for ever; and was by the said B. the Son, by his last Will and Testament, bearing Date, &c. given and bequeathed unto the said A. his Daughter, her Heirs and Assigns for ever, and the Reversion, &c. and all the Estate, &c. by Force, Virtue or Means of the said last Will and Testament of the said B. her late Father deceased, or by any other Ways or Means, Right or Title whatsoever or howsoever, together with all Deeds, &c. **To have and to hold, &c. (Add Warranty; Covenants to levy a Fine lawfully seised; good Right to grant; peaceable Enjoyment, free from Incumbrances; for further Assurance). In Witness, &c.**

Release from a Husband and Wife, of the Wife's Estate, to a Husband and Wife, and the Survivor of them, and the Heirs of the Husband.

THIS Indenture, made, &c. **Between** A. of — and B. his Wife (the surviving Daughter and Heir of C. late of — deceased, who was one of the Sons and Devisee, in and by the last Will and Testament of D. late of — deceased) of the one Part, and E. of — and F. his Wife, of the other Part, **Witnesseth**, that for and in Consideration of — to the said A. and B. his Wife in Hand, at, &c. by the said E. and F. his Wife, well, &c. the Receipt, &c. they the said A. and B. his Wife **Have**, and each of them **Hath** granted, &c. and by, &c. unto the said E. and F. his Wife, (in their actual Possession, &c. by virtue, &c. by the said A. and B. his Wife, &c.) and to the Heirs and Assigns of the said E. for ever, **All that, &c. [which said Messuage or Tenement and Premises were (amongst other Things) bought and purchased of, and were conveyed to the aforesaid D. since deceased, and his Heirs, by — by Indenture of Lease and Release, the Lease bearing Date the — and the Release the — and were by the said D. deceased, in and by his last Will and Testament in Writing, bearing Date the —, given and bequeathed to his Son the said C. and his Heirs for ever] and the Reversion, &c. To have and to hold** the said — unto the said E. and F. his Wife, and the longer Liver of them, and to the Heirs and Assigns of the said E. for ever. (Covenants from A. for himself and Wife to E. and his Wife, and to the Heirs and Assigns of E. that they will levy a Fine to the Use of E. and F. and the longer Liver, and of the Heirs and Assigns of E. for ever; that they are seised in Fee, and have

have Power to grant; and that they shall peaceably enjoy, free from Incumbrances; and lastly, that A. and B. will make further Assurance. Vide Tit. **Covenants**). In Witness, &c.

Lease and Release by Indorsement on Indentures of Lease and Release, whereby an Infant Heir of one of the two Coheirs of a Trustee, by virtue of the Act of 7th of Queen Anne, and upon a Petition to his Honour, and in Pursuance of his Order, Master's Report and subsequent Order, conveys Trust Premises to a Trustee for the Purchasor, and upon other Trusts, &c.

Lease for a Year.

TO all Persons to whom, &c. T. D. Esq; (Grandson and Heir of the within named Dame E. D. deceased) sendeth Greeting. **Know ye**, that for and in Consideration of the Sum of 5s of, &c. to the said T. D. in Hand paid by the within named B. P. at, &c. the Receipt, &c. the said T. D. hath bargained and sold, **And** by these Presents **Doth** bargain and sell unto the said B. P. **All** and singular the Messuages, &c. (as in the following Release, changing the Words as granted and released, to bargained and sold To) and all the Estate, &c. **To have and to hold**, &c. (as in Habendum of Release) unto the said B. P. his Executors, Administrators and Assigns, from the Day next before the Day of the Date of these Presents, for and during the Term of one whole Year from thence next ensuing, and fully to be compleat and ended; **Yielding and paying** therefore the Rent of one Pepper-corn only on the last Day of the said Year, if the same shall be lawfully demanded, **To** the End, Intent and Purpose, that by Force and Virtue of these Presents, and of the Statute for transferring of Uses into Possession, the said B. P. may be in the actual Possession of all and singular the hereby bargained and sold Messuages, Lands, Hereditaments and Premises, with their Appurtenances, and may be thereby the better enabled to accept and take a Grant and Release of the Reversion and Inheritance thereof, unto and to the Use of him the said B. P. and his Heirs. In Witness whereof the said T. D. hath herunto set his Hand and Seal this — Day of — &c.

The Release.

As to the Petition and several other Proceedings in Chancery recited therein.

TO all Persons to whom, &c. T. D. Esq; (Grandson and Heir of the within named Dame E. D.) sendeth Greeting. **Whereas** by an Order made in the High Court of Chancery at the Rolls, by the Right Honourable the Master of the Rolls, on or about the 28th Day of July last past, in a certain Cause then there depending between Sir J. H. Bart. an Infant, by his next Friend, Plaintiff, and E. P. Esq; (Party to the within written Indenture) and others, Defendants, therein setteth forth, that by a Petition presented to his Honour by the said E. P. thereby shewing or setting forth therein the within recited Indentures of the 11th and 12th of August 1709, whereby several Manors, Lands and Hereditaments in the County of W. were by the within named Sir J. H. the Plaintiff's Grandfather, and W. — deceased, therein named, conveyed unto and to the Use of the within named T. H. and his Heirs, *To the Use* of the said Sir J. H. the Grandfather for his Life, and afterwards (amongst other Trusts therein expressed) that the said T. H. and his Heirs should raise out of the said Trust-Estate so much Money as should be sufficient to pay the same Sir J.'s Debts; and after setting forth the within recited Decree of the 7th of February in the 12th Year of the Reign of, &c. whereby it was ordered, that so much of the said Estate, as was sufficient to pay the Debts of the said Sir J. the Grandfather, should be sold to the best Bidder, to be allowed of by a Master therein, and that all Parties should join the said Sale, as the said Master should direct; and after setting forth the within recited Master's Report of the 19th of July 1727, wherein the Petitioner's Father E. P. was reported the best Purchasor of Part of the Estate in the Parish of L. in the said Report mentioned, (amongst other Things) for the Sum of — and that the said Report was afterwards absolutely confirmed, and that the said Sir J. H. the Grandfather, T. H. and E. P. the Father, were since dead; and that the within mentioned Lease for a Year, and the within written Indenture of Release thereto, and on which this Indorsement made could not be executed by all the Parties thereto, for conveying of the within mentioned Premises to the several Uses by the same Indenture of Release limited of and concerning the same, the within named Dame E. D. (one of the Sisters and Coheirs of the said T. H.) being lately dead, leaving T. D. her Grandson and Heir, an Infant of about 14 Years of Age, whereby the within mentioned Trust-Estate was become vested in the said T. D. the Infant, and the within named E. H. and their Heirs, (as the Coheirs at Law of the said T. H.) to the Uses mentioned in the said Indenture of Release of the 12th of August 1709, and that in Regard the said T. D. was an Infant, and by Reason thereof could not join in any Conveyance of the said Estate without the Direction of the said

Note; the above named Dame E. D. (among a great many others) was Party to this Indenture of Release, but died before the Executing thereof by some of the other Parties.

said Court for that Purpose, *It was therefore prayed* by the said Petitioner *E. P.* and his Honour did thereby accordingly order the same to be referred to the within named Mr. *K.* one of the Masters of the said Court, to examine and certify whether the said *T. D.* the Infant was a Trustee within the true Meaning of the Act of Parliament of the 7th of the late Queen *Anne*, [intituled, An Act to enable Infants who were seised or possessed of Estates in Fee, in Trust, or by way of Mortgage, to make Conveyances of such Estates], and after the Master's Report made, such further Order should be made thereon as should be just: **And whereas** the said Master, in Pursuance of the said Order of the 28th of *July* last, by his Report dated — now last past, (therein reciting or setting forth the last mentioned Order) did thereby (among other Things) certify that the said Trust-Estate in *L.* aforesaid (being the Premises by the within written Indenture ordered to be conveyed) was vested in the said *T. D.* the Infant, and the said *E. H.* and their Heirs, (as the Coheirs of the said *T. H.*) and that the said *T. D.* the Infant was a Trustee within the Intent and Meaning of the Act of Parliament of the 7th Year of the late Queen *Anne*, in the same Order mentioned: **And whereas** by subsequent Order made in the said Court at the Rolls, on or about the 31st Day of *January* last past, (therein reciting or setting forth the said Order of the 28th of *July* last, and the said Master's Report in Pursuance thereof, dated the said — last); and the said Report being then read, his Honour did order, that the said *T. D.* the Infant should, in Pursuance of the said Act of Parliament, join in the Conveying of the Premises, in the said Master's Report mentioned, unto the said *E. P.* as in and by the herein above in Part recited Orders and Report, duly entered and filed in the said Court of Chancery, Relation, &c. **Now know ye**, and these indorsed Presents witness, that by Force and Virtue of the above mentioned Act of Parliament, and in Pursuance of and in Obedience to the last above recited Orders, and for and in Consideration of the Sum of 10*s.* of lawful Money of *Great Britain*, to the said *T. D.* in Hand paid by the within named *B. P.* at or before the Executing hereof, the Receipt whereof is by him hereby acknowledged, **He** the said *T. D.* hath granted, bargained, sold, released and confirmed, **And** by these Presents **Doth** grant, &c. unto the said *B. P.* (in his actual Possession now being by virtue of a Bargain and Sale to him thereof made by the said *T. D.* for one Year, in Consideration of the Sum of 5*s.* of lawful Money, by an Indorsement written upon the Back of the within mentioned Bargain and Sale for a Year, bearing Date the Day next before the Date of the within written Indenture of Release, the same Indorsement bearing Date the Day next before the Day of the Date hereof, and executed before the Execution hereof, and by Force of the Statute for transferring of Uses into Possession) and to his Heirs, **All** and singular the within mentioned Messuages, or Tenements, Farms, Lands, Hereditaments and Premises, which in and by the within written Indenture were or are therein mentioned to be granted, bargained, sold, released and confirmed, with their and every of their respective Appurtenances, and the Reversion, &c. and all the Estate, &c. **To have and to hold** the said several Messuages or Tenements, Farms, Lands, Hereditaments, and all and singular other the Premises herein before mentioned, and intended to be hereby granted and released, with their and every of their Appurtenances, unto the said *B. P.* his Heirs and Assigns, **To**, for and upon the several Uses, Trusts, Intentions and Purposes, **And subject** to the Proviso or Power in the within Indenture mentioned, limited, expressed and declared, of and concerning the same. **In Witness** whereof the said *T. D.* hath hereunto set his Hand and Seal this — Day of — in the Year of our Lord, &c.

Another upon a Purchase, wherein two Trustees Names are made Use of.

Whereas the Names of them the said *B. S.* and *J. T.* used in the within written Indenture of Release, and in the within mentioned Bargain and Sale for one Year, were and are therein so used at and by the special Nomination and Appointment of *A. B.* of, &c. and in Trust for her and her Heirs only, and the several and respective Sums of 600, 300, and 300*l.* (amounting in the whole to the Sum of 1200*l.*) within mentioned to be by the said *B. S.* and *J. T.* paid for the Purchase of the Moiety of the within mentioned Messuages, Lands, Tenements, Hereditaments and Premises, was not their proper Money, but the same was and is the proper Money of her the said — and by her truly paid, and previous to and before the Conveying of the said Premises to them the said *B. S.* and *J. T.* it was by them agreed, that the same should be by them reconveyed to her the said — in such Manner as herein after is mentioned: **Now know ye**, and these indorsed Presents witness, that in Pursuance and Performance of the said recited Agreements, and in the Discharge of the Trust so reposed in them as aforesaid, and also for and in Consideration of the Sum of 10*s.* a-piece of, &c. to them the said *B. S.* and *J. T.* in Hand, &c. the said — at, &c. the Receipt, &c. and for divers, &c. **They** the said *B. S.* and *J. T.* **Have**, and each of them **hath** bargained, sold, aliened, remised, released and confirmed, and by these Presents **Do**, and each of them **Doth** bargain, sell, remise, release and confirm unto the said — (in

her actual Possession, &c. as in the preceding Indorsement) and to her Heirs, **All** that the within mentioned Moiety or one full half Part of and in all those Messuages, &c. which in and by the within Indenture were thereby bargained and sold unto them the said B. S. and J. T. or meant, mentioned or intended to be, with their and every of their Appurtenances, and the Reversion, &c. and all the Estate, &c. **To have and to hold** the said Moiety of the said Messuages, &c. with their and every of their Appurtenances, unto the said — to the only Use and Behoof of the said — her Heirs and Assigns for ever; **And** the said B. S. and J. T. each separately and apart, for himself, his Heirs, Executors and Administrators, and for his own Acts only, and not jointly, or one for the other, or the Acts of the other, do hereby promise, covenant and agree, to and with the said — her Heirs and Assigns, by these Presents, that they the said B. S. and J. T. or either of them, **Have** not, nor **hath** at any Time heretofore made, done, committed, or willingly suffered any Act, Matter or Thing whatsoever, whereby, or by Means whereof the hereby released Hereditaments and Premises, or any Part thereof, are, is, or shall be any ways impeached, charged or incumbered in Title, Charge or Estate, or otherwise howsoever. **In Witness** whereof they the said B. S. and J. T. have hereunto set their Hands and Seal this — Day of, &c.

Of a Freehold Estate to make a Tenant to a Præcipe, with Directions for inserting a Covenant to suffer a Recovery, and a Declaration of the Uses, &c.

THIS Indenture, **Sextipartite** made, &c. **Between** J. A. of, &c. Gent. Son and Heir of R. A. late of, &c. Gent. deceased, who was Nephew and Devisee of T. R. late of, &c. Esq; deceased, of the first Part, Sir B. A. of, &c. Bart. surviving Trustee of a Term of 1000 Years (in an undivided third Part of the Manor, Lands and Hereditaments hereafter mentioned, intended to be hereby extinguished,) of the second Part, R. R. late of, &c. and now of D. in the County of, &c. Clerk, and B. C. of, &c. Clerk, Devisees in the last Will and Testament and Codicil of T. G. late of, &c. Gent. deceased, who survived E. G. of, &c. (being both named Trustees of the Inheritance) of the third Part, S. M. of, &c. Widow, of the fourth Part, S. R. of, &c. Esq; and S. S. of, &c. Esq; of the fifth Part, and W. E. of, &c. Gent. of the sixth Part, **Witnesseth**, that for and in Consideration of the Sum of 110 l. of lawful, &c. to the said J. A. and the Sum of 110 l. of, &c. to the said S. M. (by the Direction and for the proper Debt of the said J. A. in Hand, &c. paid by the said S. R. at, &c. making together the Sum of 220 l. being for the compleat Purchase of an absolute Inheritance in Fee-simple, of and in the Manor, Lands and Hereditaments herein after limited, in Use to the said S. R. and S. S. subsequent to the intended Recovery herein after mentioned; the several Receipts whereof they the said J. A. and S. M. do hereby severally acknowledge accordingly, and thereof, and of every Part and Parcel thereof, do by these Presents severally acquit, &c. the said S. R. his Heirs, Executors and Assigns, and every of them, and also in Consideration of 10 s. a-piece of like Money to the said J. A. Sir B. A. R. R. and B. G. respectively in Hand likewise paid by the said S. R. and S. S. at &c. the Receipt and Receipts whereof, &c. and for barring, cutting off and destroying all and all Manner of Estate and Estates-Tail, Remainders and Reversions of and in the Manor, &c. herein after mentioned, and for granting, settling and assuring of the same, to and for the Uses, Intents and Purposes herein after mentioned, **The** said J. A. and also by his Direction and Appointment, and with the Consent of the said S. M. testified by their being Parties to and Sealing and Delivering of these Presents, the said Sir B. A. R. R. and B. G. **Have** granted, bargained and sold, released and confirmed, and by these Presents the said J. A. Sir B. A. R. R. and B. G. and each and every of them **Doth** grant, &c. unto the said S. R. and S. S. (in their actual Possession, &c.) and to their Heirs and Assigns, **All** that, &c. **And** the said J. A. for himself and his Heirs, doth hereby grant to the said S. R. and S. S. and their Heirs, **All** Deeds, Evidences and Writings touching or concerning the Premises or any Part thereof, which he the said J. A. hath or can come by without Suit in Law or Equity; **To have and to hold** the said Manor, &c. and all and singular other the Premises herein before granted, released and confirmed, or meant, &c. to be granted, &c. with their and every of their Appurtenances, unto the said S. R. and S. S. their Heirs and Assigns, **To the Use** and Behoof of the said S. R. and S. S. their Heirs and Assigns for ever, **To the Intent** to make them the said S. R. and S. S. perfect Tenants to the Freehold of and in the Premises, against whom a common Recovery may be had and suffered as herein after is mentioned; **And** for that Purpose it is covenanted, declared and agreed, by and between all the said Parties to these Presents, that, &c. (*A Recovery may be suffered, vid. Tit. Covenant; and for the Declaration of the Uses vid. Tit. Declaration.* **Covenant** from J. A. and that be, Sir B. A. R. R. and B. G. or one of them, is lawfully seised; and have Power to release; that the Premises, after the Recovery suffered, shall remain to the Use of S. R. and S. S. free from Incumbrances;

In cumbrances; for further Assurance; from Sir B. A. that he has not done any Act to incumber the Premises; the like from R. R. and B. G. Vid. Tit. Covenants). In Witness, &c.

Indentures of Lease and Release, for levying a Fine and suffering a Recovery.

THIS Indenture Quadripartite, made, &c. Between C. M. of, &c. and R. his Wife, late one of the four, and now one of the two (surviving) Nieces of Sir W. M. deceased, late of, &c. named in his last Will and Testament of the first Part, J. L. of &c. of the second Part, J. H. of, &c. of the third Part, and S. W. of, &c. Spinster, of the fourth Part. **Whereas** by Virtue of the last Will and Testament of the said Sir W. M. she the said R. became intitled to one fourth Part of the Messuages, Lands, Tenements, Rents and Hereditaments herein after mentioned, for the Term of her Life, with Remainder to her first and other Sons in Tail, with other Remainders over, and by Virtue of the said Will, and by the Death of M. late Wife of the said J. L. without Issue, she the said R. M. is become seised of and intitled unto an eighth Part or a Moiety of a fourth Part of the said Messuages, Lands, Tenements, Rents and Hereditaments, *To the Use* of the said R. M. and the Heirs of her Body, with Remainders over: **And whereas** by certain Indentures bearing Date the Day next before the Day of the Date of these Presents, the said C. M. and R. his Wife *Have* granted and demised to the said S. W. the Hereditaments herein after mentioned to be hereby granted and released; *To hold* unto the said S. W. her Executors and Assigns, from the Day next before the Day of the Date thereof, for the Term of 1000 Years, at the yearly Rent of a Pepper-Corn, with a Proviso for Redemption of the same, as in the same Indenture is mentioned: **Now this Indenture witnesseth**, that for and in Consideration of the Sum of 5 s. a-piece of good, &c. to the said C. M. and R. his Wife, in Hand at, &c. well and truly paid by the said J. L. the Receipt, &c. the said C. M. and R. his Wife do hereby respectively acknowledge, **And** for barring, docking and destroying all Estates-Tail, Reversions and Remainders thereon depending, of and in all and singular the Hereditaments herein after mentioned to be hereby granted and released, and for strengthening, corroborating and confirming the before recited Term of 1000 Years, and for settling and assuring the said Hereditaments and Premises to and for such Use and Uses, Estate and Estates, Intents and Purposes as is and are herein after mentioned, expressed and declared of and concerning the same, **They** the said C. M. and R. his Wife **Have**, and each of them **Doth** granted, bargained, sold, released and confirmed, and by these Presents **Do**, and each of them **Doth** grant, &c. unto the said J. L. (in his actual Possession, &c.) and to his Heirs, **All** that Moiety or half Part of and in one full fourth Part or Share of and in, &c. **To have and to hold** the said several and respective Parts and Shares of the said Messuages, &c. and all other the Premises by these Presents granted and released, or mentioned or intended so to be, and every Part and Parcel thereof, with their and every of their Appurtenances, unto the said J. L. his Heirs and Assigns, **To the Use** and Behoof of the said J. L. his Heirs and Assigns, **To the Intent** and Purpose, that as well by Virtue of these Fine, Presents as of the Fines agreed to be levied as herein after is mentioned, the said J. L. may become a good and perfect Tenant of the immediate Freehold and Inheritance of all and singular the before mentioned Premises, against whom common Recoveries may be had, executed and perfected, as herein after is mentioned: **And** for the better and further Con- and Re-
veying and Assuring the said several and respective Parts and Shares of the said Messuages, *covery.*
Lands, Tenements, Rents and Hereditaments, and all other the Premises unto the said J. L. and his Heirs, for the same Intent and Purpose as aforesaid, it is hereby agreed by and *1 Fine.*
between all the said Parties to these Presents, that the said C. M. and R. his Wife, shall and will on this Side, and before the End of *Easter* Term next ensuing the Day of the Date of these Presents, or as soon after as may be, in due form of Law, acknowledge and levy Fines *sur Conuzance de droit come ceo, &c.* before his Majesty's Justices of the Court of Common Pleas at *Westminster*, with Proclamations in such Case used and accustomed, unto the said J. L. and his Heirs, of the said hereby granted and released, or mentioned to be hereby granted and released Parts and Shares, Hereditaments and Premises, by such apt and convenient Name and Names, Quantities, Qualities, Descriptions, and Number of Messuages, Lands and Things, as by the said J. L. his Heirs or Assigns, his or their Counsel learned in the Law, shall be reasonably devised, advised or required; which Fines, and all and every Fine and Fines heretofore had, levied or acknowledged, or hereafter to be had, levied or acknowledged, of the said several and respective Parts and Shares of the said Messuages, Tenements, Rents and Hereditaments, and all other the Premises, or any Part thereof, either alone or together with any other Messuage or Messuages, Lands, Tenements or Hereditaments, or Parts or Shares, or Part or Share of such Messuages, Lands, Tenements or Hereditaments, by and between the said Parties to these Presents, or any of them, either alone

Recovery.

Uses.

alone or together with any other Person or Persons, shall be and enure, and shall be construed and expounded, adjudged, deemed and taken, and so are and were meant and intended to be and enure, and are hereby declared and agreed by and between all the said Parties to these Presents to be and enure, **To the Use** and Behoof of the said *J. L.* and his Heirs, **To the Intent** to strengthen, corroborate and confirm the Estate hereby granted and released, or intended to be hereby granted and released to the said *J. L.* and his Heirs, and to make him a perfect and lawful Tenant of the Freehold and Inheritance of the said several and respective Parts and Shares of all and singular the said Premises hereby granted and released, or mentioned to be hereby granted and released, so that good and perfect Recoveries may be had and perfected against him for the same; **And** for that Intent and Purpose it is hereby agreed by and between all the Parties to these Presents, that on this Side or before the End of *Easter* Term next ensuing the Day of the Date hereof, or as soon after as may be, it shall and may be lawful to and for the said *J. H.* to sue forth and prosecute out of his Majesty's Court of Chancery, Writs of Entry *sur Disseizin en le Post*, returnable and to be returned before his Majesty's Justices of the Court of Common Pleas at *Westminster*, thereby demanding by apt and convenient Names, Quantities, Qualities and Descriptions, the said several and respective Parts and Shares of all and singular the Premises, with their and every of their Appurtenances, against the said *J. L.* to which said Writs of Entry he the said *J. L.* shall appear *gratis* either in his own proper Person, or by his Attorney or Attornies in that Behalf lawfully authorized, and shall vouch to Warranty the said *C. M.* and *R.* his Wife, who shall also appear *gratis* in their own proper Persons, or by their Attorney in that Behalf lawfully authorized, and shall enter into Warranty, and vouch over to Warranty the common Vouchee of the same Court, who shall also appear, and after Impar lance shall make Default so as Judgment shall and may be had and given thereupon, for the said *J. H.* to recover the said several and respective Parts and Shares of the said Premises against the said *J. L.* and for him to recover in Value against the *C. M.* and *R.* his Wife, and for them to recover in Value against the said common Vouchee, and such further Proceedings shall be had therein that good and perfect common Recoveries may be had and procured, executed and perfected, in and upon the said Writs of Entry in all Things, according to the usual Course and Form of common Recoveries for Assurance of Land in such Cases used; **And** it is hereby covenanted, concluded, declared and agreed, by and between all and every the said Parties to these Presents, for themselves and their Heirs, that from and immediately after the suffering and perfecting the said common Recoveries as aforesaid, as well these Presents and the Assurance and Assurances hereby made, as also the said Recoveries so as aforesaid, or in any other Manner, or at any other Time or Times suffered, or to be suffered, and all and every other common Recovery or Recoveries, Fine or Fines, Conveyance and Conveyances, Assurance and Assurances in the Law whatsoever, heretofore had, made, levied, executed or suffered, or hereafter to be had, made, levied, executed or suffered, of the said Hereditaments and Premises, or any Part or Parts thereof, either alone or together with any other Messuages, Lands Tenements or Hereditaments, or any Part or Share, or Parts or Shares thereof, by or between the said Parties to these Presents, or any of them, or whereunto they or any of them are, is or shall be Party or Parties, Privy or Privies, either with or without any other Person or Persons, shall be and enure, and shall be construed, adjudged, expounded, deemed and taken, and so are and were meant and intended to be and enure, and are hereby declared, by all the said Parties to these Presents, to be and enure, and the Recoveror or Recoverors in such Recovery or Recoveries named or to be named, and his and their Heirs, and all and every other Person and Persons whatsoever, shall stand and be seised of the said several and respective Parts and Shares of the said Messuages, Tenements, Rents, Hereditaments, and all and singular other the said Premises mentioned to be hereby granted and released, and every Part and Parcel thereof, to the proper Use and Behoof of the said *S. W.* his Executors, Administrators and Assigns, for and during the said Term of 1000 Years, without Impeachment of Waste; and for the better strengthening, corroborating and confirming the same Term, and immediately from and after the End or other sooner Determination of the same Term of 1000 Years and subject thereto, and as the same shall end and determine, then **To the Use** and Behoof of the said *C. M.* and *R.* his Wife, and the Survivor of them, for and during their natural Lives, and the Life of the Survivor of them; and immediately from and after the Decease of such Survivor, then to the Use and Behoof of such Person and Persons, and to and for such Estates, Intents and Purposes, as the said *R. M.* notwithstanding her Coverture, by any Deed, Will or Writing to be signed and sealed by her the said *R. M.* in the Presence of two or more credible Witnesses, shall direct and appoint, and in the mean Time, and until and in Default of such Direction and Appointment, **To the Use** and Behoof of *R. M.* and *P. M.* (Daughters of the said *C. M.* and *R. M.* (Parties to these Presents) equally, and Share and Share alike, as Tenants in Common, and not as Jointenants) and of the Heirs of the

respective Bodies of the said *R. M.* the Daughter, and *P. M.* lawfully to be begotten; And if either of them the said *R. M.* the Daughter, and *P. M.* shall happen to depart this Life, without Issue of her Body lawfully to be begotten; then as to the Part or share of such Daughter so dying without Issue, **To the Use** of the other of the said Daughters, and the Heirs of her Body lawfully to be begotten; and upon Failure or Default of Issue of the Bodies of both the said *R.* the Daughter, and *P. M.* then **To the Use** of *J. M.* Son of the said *C. M.* and *R.* his Wife, and the Heirs of the Body of the said *J. M.* lawfully to be begotten; and for Default of such Issue, then **To the Use** of the Heirs of the Body of the said *R. M.* Party hereunto, lawfully begotten or to be begotten; and for Default of such Issue, then **To the Use** of *W. W.* Son of *W. W.* deceased, (which said *W. W.* the Father, was the Uncle of the said *R. M.* Party hereunto) and the Heirs of the said *W. W.* the Son. **In Witness,** &c.

Release from Husband and Wife and their Trustees, to two Joint Purchasers of a Manor, &c. in Consideration of Mortgage Money paid off by the Purchasers, &c.

THIS Indenture, Tripartite made, &c. **Between** *A.* (the Husband of, &c. and *F.* his Wife, of the first Part, *B.* and *C.* &c. (the Trustees) of the second Part, and *D.* and *E.* of, &c. (the Purchasers) of the third Part, **Witnesseth**, that for and in Consideration, &c. (of Mortgage Monies paid off by the Purchasers, by the Direction of the Husband and Trustees) in full of the several Principal Sums of Money and Interest due on the respective Indentures of Mortgage herein after mentioned and expressed, made of several Parts or Parcels of the Messuages, &c. hereafter in and by these Presents granted and conveyed for several Terms of Years, the Residue of which said respective Terms of Years are assigned, or intended to be assigned in Trust for the said *D.* and *E.* their Heirs and Assigns; and in Consideration of the further Sum of — to the said *A.* in Hand, &c. by the said *D.* and *E.* likewise truly paid, (which said several Sums of — and — make up and amount together to the Sum of — being the full Sum of Money agreed to be paid by the said *D.* and *E.* for the absolute Purchase of the Manor, &c. herein after mentioned or intended to be granted, released and confirmed, and the Fee-simple and Inheritance thereof, the Receipt, &c.) and in Consideration of 5 s. a-piece of like Money to the said *B.* and *C.* in Hand, &c. by the said *D.* and *E.* well and truly paid, the Receipt whereof they do also acknowledge; **The** said *A.* and likewise the said *B.* and *C.* (at the Request, and by the Direction and Appointment of the said *A.* testified by his being a Party to, and Signing and Sealing these Presents) **Have**, and each of them **hath** granted, bargained, sold, aliened, infeoffed, released and confirmed, and by these Presents **Do**, and each of them **Doth**, fully and absolutely grant, &c. unto the said *D.* and *E.* (in the actual Possession now being, of the Manor, &c. herein after mentioned, or intended to be granted, released and confirmed, by Virtue of a Bargain and Sale to them thereof made by the said *A. B.* and *C.* in Consideration of 5 s. a-piece, by Indenture bearing Date, &c. for one whole Year, commencing from the — Day of — and by Force of the Statute, &c.) and to the Heirs and Assigns of the said *D.* and *E.* for ever, **All** that the Manor, &c. (Vide Tit. **Parcels**) and the Reversion, &c. and all the Estate, &c. together with all Deeds, &c. (as in Tit. **Parcels**); **To have and to hold** the said Manor, &c. and all and singular other the Premises herein before mentioned or intended to be hereby granted, released and confirmed, with their and every of their Appurtenances, and every Part and Parcel thereof, unto the said *D.* and *E.* their Heirs and Assigns for ever, to and for the only proper Use and Behoof of the said *D.* and *E.* and of their Heirs and Assigns for ever; (Covenant from the Vendor and Wife and their Trustees, to levy a Fine to the Uses of the Vendees, their Heirs and Assigns; from the Husband that be, the Trustees, or one of them, is seized in Fee, and have Power to grant, &c. and that the Purchasers shall quietly enjoy, free from Incumbrances; for further Assurance, and that the further Assurance shall enure to the Purchaser; also a Covenant from each Trustee that he has not incumbered, see Tit. **Covenant**.) **In Witness,** &c.

A Conveyance by Lease and Release from a Mortgagor and his Mortgagees, to the Lord A. and his Trustee, of an Estate mortgaged in Fee, &c.

THIS Indenture Tripartite, &c. **Between** Sir *J. M.* of, &c. Vendor, and Dame *P.* his Wife, of the first Part, *W. F.* Merchant, *W. D.* Gent. and *T. R.* Gent. (three of the Executors of the last Will and Testament of *W. T.* Esq; deceased) Mortgagees, of the second Part, and the Right Honourable *J.* Lord *A.* (Purchaser) Baron of *A.* in the County of *S.* and *M. N.* of London, Esq; (a Person nominated by and in Trust for the said *J.* Lord *A.* of the third Part. **Whereas** by Indentures of Lease and Release, the Lease bearing Date Recitals, viz. the

The Mortgagee in Fee. the Day next before the Day of the Date of the Release, and the Release bearing Date the 27th of *Æc.* and made, *Æc.* between the said Sir *J. M.* of the one Part, and the said *W. F. W. D.* and *T. R.* of the other Part, in Consideration of the Sum of 2000 *l.* paid to the said Sir *J. M.* as therein is mentioned, *The Capital Messuage therein and herein after mentioned, and several Closes of Pasture, Arable Land, Meadow Ground, Tithes and Hereditaments therein and herein after particularly mentioned, Were conveyed by way of Mortgage, unto*

Subject to Redemption, *Æc.* and to the Use of the said *W. F. W. D.* and *T. R.* their Heirs and Assigns, *Subject nevertheless to a Proviso on Condition in the same Indenture of Release contained for Reconveying the said Capital Messuage, Closes, Lands, Tithes and Hereditaments thereby conveyed as aforesaid, unto the said Sir J. M. his Heirs and Assigns, upon Payment by him the said W. F. W. D. and T. R. of the Sum of — on certain Days therein mentioned for Payment thereof, and long since past: And whereas by Indenture bearing Date the third Day of, Æc. and made or mentioned to be made between the said Sir J. M. of the one Part, and the said W. F. W. D. and T. R. of the other Part, (reciting the said Indentures of Lease and Release) the said Sir J. M. in Consideration of the further Sum of 500 *l.* (over and above the Principal Sum of 2000 *l.* mentioned to be the Consideration in the said Indenture of the Release) to him paid as therein is mentioned, *Did release unto the said W. F. W. D. and T. R.**

A further Sum of 500 *l.* lent, for securing whereof, the said Proviso in the said Indenture of Release contained, *And did ratify and confirm the said Capital Messuage, Closes, Lands, Tithes, Tenements and Hereditaments, with the Appurtenances, unto and to the Use of the said W. F. W. D. and T. R. their Heirs and Assigns, freed and discharged from all Provisos and Agreements, for or concerning the Redemption or Reconveying of the said Capital Messuage, Tithes and Hereditaments to the said Sir J. M. his Heirs and Assigns, (other than the Covenants and Agreements therein after mentioned,) and in the said Indenture of third of December 17 — is contained a Proviso, and the said W. F. W. D. and T. R. did thereby covenant, Æc. that upon Payment to them them of 2562 *l.* 10 *s.* by the said Sir J. M. on certain Days therein mentioned and now past, they the said W. F. W. D. and T. R. would reconvey the Estates and Interest in the said Capital Messuage, Closes, Lands, Tithes, Tenements and Hereditaments to the said Sir J. M. his Heirs or Assigns, or to such Person or Persons as he and they should direct, as in and by the before in Part recited Indentures, Relation being thereunto respectively had, more at large may appear: **And whereas** there is now due unto the said *W. F. W. D.* and *T. R.* upon or by*

Release of the Proviso in first Indenture, and Ratification of Premises to Mortgagees, *Æc.* Discharged of Provisos, *Æc.* Covenant for Mortgagees to reconvey on Payment of Principal and Interest. Virtue of the before recited Securities made to them for Principal and Interest, the Sum of 2870 *l.* **And whereas** the said *J. Lord A.* hath contracted and agreed with the said Sir *J. M.* for the absolute Purchase of the said Capital Messuage, Closes, Lands, Tithes, Tenements and Hereditaments, at and for the Sum of 5000 *l.* **Now this Indenture witnesseth,** that for and in Consideration of the said Sum of 2870 *l.* of, *Æc.* to the said *W. F. W. D.* and *T. R.* in Hand paid by *J. Lord A.* (by the Direction of the said Sir *J. M.* testified by his being a Party to, and Signing and Sealing of these Presents) in full of all Principal and Interest Monies due unto them, upon or by Virtue of the said Securities, or by Virtue of any other Securities made of the said Capital Messuage, Closes, Lands, Tithes and Tenements herein after mentioned; **And** for and in Consideration of the Sum of 2130 *l.* of like lawful Money to the said Sir *J. M.* in Hand paid by the said *J. Lord A.* at or before the Sealing and Delivery of these Presents, the several and respective Receipts of which said several Sums of 2870 *l.* and 2130 *l.* (making together the said Sum of 5000 *l.* Purchase Monies) the said *W. F. W. D.* and *T. R.* and *J. M.* do hereby respectively acknowledge, and thereof and therefrom do respectively acquit, release and discharge the said *J. Lord A.* his Heirs, Executors, Administrators and Assigns, by these Presents; **Which** said Sum of 5000 *l.* is hereby declared to be in full for the absolute Purchase of the Capital Messuage, Closes, Lands, Tithes, Tenements and Hereditaments herein after mentioned and intended to be hereby granted and released, **And** is the same Sum of 5000 *l.* mentioned as the Consideration Money in one Indenture of Bargain and Sale, bearing even Date with these Presents, and made between the same Parties as are to these Presents, and intended to be inrolled in her Majesty's High Court of Chancery; **And also** for and in Consideration of the Sum of 10 *s.* of like lawful Money to the said Sir *J. M.* *W. F. W. D.* and *T. R.* in Hand paid by the said *J. Lord A.* and *M. N.* the Receipt whereof is by them hereby likewise acknowledged, he the said Sir *J. M.* (at the Request of the said *J. Lord A.* testified by his being a Party to and Executing of these Presents) **Doth** granted, bargained, sold, aliened, released and confirmed, and by these Presents **Doth** grant, bargain, sell, alien, release and confirm, and at the like Request, testified as aforesaid, and by the Direction and Appointment of the said Sir *J. M.* (testified also by his being a Party to, and Signing and Sealing of these Presents) the said *W. F. W. D.* and *T. R.* **Have** and each and every of them **Doth** bargained, sold, released and confirmed, and by these Presents **Do**, and each and every of them **Doth** bargain, sell, release and confirm unto the said *J. Lord A.* and *M. N.* (in their actual Possession now being by Virtue of a Bargain and Sale to them thereof made

Money due to Mortgagees for Principal and Interest. Purchase. Contract. Considerations. Part to Mortgagees in full, *Æc.* Residue to Vendor, in full for Purchase, *Æc.* The same Consideration as in a Deed to be inrolled. 10 *s.* paid by his Lordship and his Trustee. Grant from Vendor. Release from the Mortgagees.

made by the said Sir J. M. W. F. and T. R. for one Year, in Consideration of 5 s. of lawful Money, by Indenture bearing Date the Day next before the Day of the Date of these Presents, and made between the said Sir J. M. W. F. W. D. and T. R. of the one Part, and the said J. Lord A. and M. N. of the other Part, and sealed and executed before the Execution of these Presents, and by Force of the Statute made for transferring of Uses into Possession) and theirs Heirs, **All** that Capital Messuage, together with all Ways, Waters, &c. and all other the Messuages, Lands, Tithes, Tenements and Hereditaments whatsoever of him the said Sir J. M. or of the said W. F. W. D. and T. R. as Mortgagees of the said Sir J. M. or of any Person or Persons in Trust for the said Sir J. M. or whereof or wherein he hath any Estate in Law or Equity, or any Equity of Redemption, situate, lying, &c. and the Reversion, &c. and also all the Estate, &c. and all Deeds, &c. **To have and to hold** the said Capital Messuage, &c. and all and singular other the Premises herein before mentioned and intended to be hereby granted and released, with their and every of their Appurtenances, unto the said J. Lord A. and M. N. their Heirs and Assigns, **To the Use** of the said J. Lord A. and M. N. their Heirs and Assigns for ever; **In Trust nevertheless**, as to the Estate of the said M. N. and his Heirs, for and for the only Use and Benefit of the said J. Lord A. and his Heirs; **And**, &c. (Covenant from Sir J. that he and his Lady will levy a Fine; Declaration to be had to the Use of himself and Trustee, in Trust as to the Estate of M. N. for the only Use of the said Lord A. Sir J. covenants; lawfully seised; good Right; quiet Enjoyment; free from Incumbrances, except the recited Securities; a Lease, &c. further Assurance, excepting such Persons as may claim under the Lease, excepted). **In Witness**, &c.

Lease for Years, &c.
Parcels.
General Words of all Messuages, &c. of Sir J. and his Mortgagees, as Mortgagees in Possession of A. and B. in &c.
Reversion, &c.
and all Deeds, &c.
Habendum.
As to the Estate to Trustee, &c. in Trust for his Lordship.

A Release and Confirmation of Lands from a Mortgagee with the Assent of the Mortgagor (he having paid off the Mortgage Money) to a Purchaser, in Pursuance of a Decree in Chancery.

THIS Indenture made, &c. **Between** E. B. (the Mortgagee) of, &c. of the first Part, the Reverend R. L. of, &c. and L. his Wife, (the Mortgagors) of the second Part, and the Right Honourable E. Earl of, &c. and — Executors and Trustees named in the last Will and Testament of the most noble J. Duke of, &c. deceased, of the third Part. **Whereas**, &c. (Recital of a Mortgage to E. B.) **And whereas** the said R. L. hath paid to the said E. B. the Sum of, &c. in full for Principal and all Interest due on the said recited Mortgage: **And whereas** the said E. Earl of, &c. and, &c. have pursuant to an Order of the High Court of Chancery, purchased of the said R. L. and L. his Wife, (together with the Manor of C. (All and singular the said Messuage, &c. in the said recited Indenture contained, for the Sum of, &c. **Now this Indenture witnesseth**, that for the Consideration aforesaid, and in Consideration of the Sum of 10 s. to the said E. B. in Hand, &c. the Receipt, &c. and for divers, &c. **He** the said E. B. **hath** granted, bargained, sold and released, and the said R. L. and L. his Wife, **have** and each of them **hath** ratified and confirmed, and by these Presents **Doth** (by the Direction and Appointment of the said R. L. and L. his Wife, testified, &c.) bargain, &c. and the said R. L. and L. his Wife **Do**, and each of them **Doth** ratify and confirm unto the said E. Earl of, &c. and, &c. (in their actual, &c. from the said E. B. and R. L. and L. his Wife, for, &c.) and their Heirs, **All** and singular the said, &c. to him the said E. B. and his Heirs, in and by the said recited Indentures of Lease and Release bargained, &c. as aforesaid, with their and every of their Appurtenances, and the Reversion, &c. and all the Estate &c. of them the said E. B. and R. L. and L. his Wife, and every of them, in and to the same Premises, and every Part, &c. **To have and to hold** the said, &c. and all and singular other the Premises hereby bargained, &c. ratified and confirmed, or meant, &c. with their &c. unto the said E. Earl of, &c. and, &c. their Heirs and Assigns, **To** the only Use and Behoof of them the the said E. Earl of, &c. and, &c. their Heirs and Assigns for ever. (Covenant from E. B. that he has done no Act of Incumbrance). **In Witness**, &c.

Release from the Heir, and Widow of the deceased, of a Manor, &c. in Pursuance of a Decree in Chancery, for Sale before a Master; where each received their Proportion of the Consideration Money, and other Part is paid to discharge a Mortgage and a Judgment, which are assigned to protect the Title.

THIS Indenture Tripartite made, &c. **Between** A. of — Brother and Heir of B. late of — deceased, of the first Part, C. of — Widow, Relict of the said B. of the second Part, and D. of — of the third Part. **Whereas** in a Cause depending in the High Court of Chancery, between the said C. Complainant, and the said A. and others

Recital of the Decree.
De-

sendants, it is by a Decree of the Court, made on *Wednesday* the — in the — Year of the Reign of — ordered, that the Manor, Lands and Premises hereunder granted should be sold to the best Purchaser, to be approved of by one of the Masters of the said Court, and that all Persons concerned should join in the Sale thereof, and the said D. is by the Master certified to be the best Purchaser, at and for the Sum or Price of — l. as by the said Master's Certificate may appear; and thereupon the said Premises, and the Fee-simple and Inheritance thereof, are in Pursuance of the said Decree of the said Court, to be conveyed and assured unto the said D. his Heirs and Assigns: **Now therefore this Indenture witnesseth**, that for and in Consideration of the Sum of — of lawful, &c. to the said A. and of the Sum of — to the said C. in Hand, at, &c. by the said D. well, &c. the Receipt, &c. which said, &c. (as in Tit. **Consideration**); they the said A. and C. **Have granted**, &c. and by, &c. **Do**, and each of them **Doth** grant, &c. unto the said D. in actual Possession, &c. by Indenture *Tripartite*, &c. and to the Heirs and Assigns of the said D. for ever, **All** that, &c. and the Reversion, &c. and all yearly and other Rents, &c. and also all the Estate, &c. together with all and singular Deeds, &c. **To have and to hold**, &c. (Covenants from A. that he is lawfully seised, both Right to convey, and that D. shall peaceably enjoy, free from Incumbrances, (except a Mortgage and Judgment, which are assigned by the Direction of D. in Trust for him, and except a Lease, &c.) and from C. for peaceable Enjoyment, free from Incumbrances, (except as before) and from A. and C. to make further Assurance to enure to the Purchaser). **In Witness**, &c.

Perused by Sir E. N. for the Purchaser, and by Mr. C. for the Widow, who said, that she was (or ought) not to covenant against her Husband's Act, or any others but her own, nor to give a Warranty.

Release from the Heir, Trustees, Legatees, and Creditors of the Testator, of Part of Lands (ordered to be sold before a Master in Chancery) which were charged by Will, for the Payment of his Debts and Legacies. The Consideration Money paid to one of the Creditors in Part of his Debt.

Recital of Will.

T H I S Indenture *Quadrupartite* made, &c. **Between** A. of — Widow and Relict of B. late of — deceased, C. of — eldest Son and Heir of the said B. deceased, F. of — Son of the said B. deceased, G. of, — and H. G. his Wife, Daughter of the said B. deceased, of the first Part, D. of — of the second Part, J. of — and K. of — of the third Part, and E. of — of the fourth Part. **Whereas** the said B. deceased, by the Name of — did by his last Will and Testament in Writing, bearing Date, &c. devise to the said A. D. and L. (since deceased) and their Heirs, all his Freehold Messuages, &c. upon Trust that they the said Trustees should stand seised thereof, in the first Place, to permit the said A. his Wife, to receive the Rent for her Life, 80 l. *per Ann.* by quarterly Payments; and in the next Place, that his said Estate should stand charged (in Case his Personal Estate should fall short of doing thereof) with the Payment of 1200 l. to his Son the said F. and with 600 l. to his Daughter, then H. S.'s Widow, and now H. G. Wife of the said G. to be paid to them in such Manner as therein is mentioned; and after Payment of his said Children's Portions, or so much thereof as his Personal Estate should fall short of paying and charged therewith, the said B. deceased, did thereby declare the said Trustees should stand seised thereof, in Trust for his eldest Son the said C. for his Life, and after his Decease, in Trust for the eldest Son of his said Son C. lawfully to be begotten, and the Heirs of his Body lawfully to be begotten, and so to all other the Son and Sons of the said C. lawfully to be begotten, severally and successively, according to Seniority, and the Heirs of their respective Bodies issuing; and for want of such Issue Male of the said C. then the said Trustees should be seised of the said Premises in Trust for the said F. for his Life, and after his Decease, then in Trust for the first Son of the said F. and the Heirs of his Body; and for Default of such Issue, then in Trust for all the other Son and Sons of the said F. severally and successively, and the Heirs of their respective Bodies issuing, with other Remainders over; and hath therein willed, that notwithstanding any Devise, Trust or Limitation therein above mentioned, his said Trustees, the Survivor or Survivors of them, should and might (in Case the Portions therein above mentioned should not be raised by or out of his Personal Estate, as the same should become due,) sell and dispose of the Inheritance of so much of the said Lands so devised unto them in Trust, which to them should seem fitting, as with the Money raised by Sale thereof should be sufficient to pay and discharge the same, which Lands so sold should be free and clear of and from the Annuity of 80 l. *per Ann.* and of the Trusts and Intails therein above mentioned, any Thing therein contained to the contrary notwithstanding; and did thereby charge his Personal Estate, not therein specifically disposed of, with the Payment of his

his just Debts, and the Particulars therein given ; and in the next Place, with the said 1200*l.* and 600*l.* as far as the same would go, and gave the rest of his Personal Estate, not therein otherwise disposed of, to his said Son the said *C.* and made the said *A. C. F.* and *H. G.* Executors of his said Will; **And** by a Codicil annexed thereto, dated, &c. the said Testator charged the said Estate with a further Sum of 8000*l.* to the said *F.* and 400*l.* to the said *H. G.* as by the said Will and Codicil, Relation being thereunto respectively, &c. **And** **whereas** the said *G.* and *H.* his Wife, and the said *F.* in Order to be paid their respective Legacies, did exhibit their Bill in the High Court of Chancery against the said *C. M.* and *N.* his two Sons, Infants, the said *A. D.* and *R.* unto which said Bill all the Defendants answered, and the Court, on or about the — Day of — on hearing of the said Cause, did decree, that the said *C.* and the only acting Executor, should come to an Account before — one of the Masters of the said Court, for the Personal Estate of the said Testator *B.* come to his Hands, or to the Hands of any other Person for his Use : and the said Master was thereby ordered to take an Account what the Debts and Legacies of the said Testator amounted to, and whether the Personal Estate of the said Testator would be sufficient to pay the same ; and if it should appear that the said Personal Estate was not sufficient to satisfy the said Debts and Legacies ; then it was thereby further ordered, that the said Master should look into the said Testator's Real Estate, and certify to the said Court what Part thereof was fit to be sold or mortgaged, to raise Money to pay what the Personal Estate should fall short of satisfying: **And whereas** the said Master by his Report, dated on or about the — in Pursuance of the said Order of the — Day of — certified to the Court, that the whole Personal Estate of the said Testator then received and come to the Hands of the said *C.* amounted to 3270*l.* 13*s.* 6*d.* and that the said Defendant *C.* had, since the Testator's Death, paid several Sums of Money for and on Account of the said Testator's Debts, Legacies and other Matters relating to the said Executorship, amounting to 2658*l.* 4*s.* which being allowed to the said Defendant *C.* and deducted out of the said Personal Estate come to his Hands, doth reduce the same to the Sum of 612*l.* 9*s.* 6*d.* and that there then remained unpaid to the said *G.* the said Legacy of 1000*l.* and a Debt of 500*l.* both amounting to 1500*l.* to the said *J.* 1300*l.* to the said *F.* 1300*l.* to the aforesaid *K.* 300*l.* and to the said *A.* 200*l.* all amounting to 4600*l.* which is more by 3987*l.* 10*s.* 6*d.* than the said Personal Estate in the Hands of the said *C.* was sufficient to satisfy, and thereby certified the Particulars of the said Testator's Real Estate in the said County of — charged by his said Will with the Payment of such of his Debts and Legacies, as his Personal Estate should fall short to satisfy ; and that the same amounted in the whole to 325*l.* 10*s.* *per Ann.* and that it should be for the Advantage of the Defendant to mortgage or sell the whole Estate for Payment of the said Testator's Debts and Legacies remaining unsatisfied : **And whereas** the said — on or about — the — Day of — upon hearing the said Cause upon the said Master's Report, and on reading the said Report, did order and decree that the said 3987*l.* 10*s.* 6*d.* should be raised by Sale or Mortgage of the said Testator's Estate, and it was thereby referred to the said Master to see the same either sold or mortgaged, as he should judge most for the Advantage of the Parties interested therein ; and in Case a Sale should be made of the said Estate, or any Part thereof, for raising the said Money, it was thereby further ordered, that the said Master should allow of a Purchaser, and see the Overplus of the Money arising by such Sale, over and above what should satisfy the said Demands and pay the Costs of the said Suit, disposed of according to the Intent and Meaning of the Testator's said Will : **And whereas** — one of the Masters of the said Court (to whom the former Reference was transferred) hath by his Report dated on or about the — Day of — allowed the said *E.* to be the best Purchaser of the — herein after mentioned, and hereby granted and released, or mentioned or intended so to be, (which said Estate is Part of the said Estate devised by the said Testator's said Will) at the Rate of 470*l.* which said last mentioned Report hath been since confirmed and made absolute by two several Orders of the said Court ; the one dated on or about the — and the other on or about the — as by the said recited Decretal Orders, Reports and other Orders, Relation being thereunto severally had, &c. **Now this Indenture witnesseth**, that for and in Consideration of the said Sum of 470*l.* of, &c. by the said *E.* to the said *J.* at or before the Ensealing, &c. (by the Direction and Appointment of the said *C.* and with the Consent of the said *A. F. G.* and *H.* his Wife, *D.* and *K.* testified by their Signing and Sealing thereof) well and truly paid, for and in Part of the said Debt of 1300*l.* so as aforesaid due and owing to him the said *J.* by and from the said *B.* deceased, or from his Estate, and in Consideration of 5*s.* a-piece of like lawful Money to the said *A. C. G. F.* and *H.* his Wife, *D.* and *K.* respectively, by the said *E.* likewise well and truly paid, the Receipt, &c. they the said *A. C. F. G.* and *H.* his Wife, *D.* and *K.* **Have** and each of them **Hath** granted, &c. and by these Presents, in Obedience to and Pursuance of the said recited Decretal Order of the said Court of Chancery, dated on or about the said — and by and with the Consent, Direction and Appointment of the said *J.* testified,

Codicil.

Decree.

Master's Report.

Order for confirming the Report.

Report for allowing the Purchaser,

and confirmation thereof.

Consideration.

Grant.

Parcels.

Habendum.

J. testified, &c. and likewise the said J. **Doth**, and each and every of them **Doth** grant, &c. unto the said E. (in his actual Possession, &c. by them the said A. C. and D. and in Consideration of 5 s. a-piece by Indenture, &c.) and to the Heirs and Assigns of the said E. for ever, **All** that, &c. and the Reversion, &c. and also all the Estate &c. of them the said A. C. F. G. and H. his Wife, D. J. and K. and every or any of them, or any other Person or Persons in Trust for them, or any of them, or for their or any of their Use or Uses, of, in, to or out, &c. by Force, Virtue or Means, of the said recited last Will of the said B. deceased, or by any other Ways or Means, Right or Title whatsoever or howsoever, together with all and singular Deeds, &c. **To have and to hold**, &c. (as usual) **And**, &c. (C.'s Warranty against himself and all other Persons; Covenant from A. C. F. G. and D. that the said A. C. F. G. and H. his Wife, and D. shall levy a Fine from the Widow and Trustee, that they have not encumbered; from the Heir, that he, the Widow or Trustee, is seised in Fee; that they and the Legatees have Power to grant, and that the Vender shall quietly enjoy; and lastly, that all the Vendors will make further Assurance. Vide Tit. **Covenants**). **In Witness**, &c.

Perused by Mr. Mynshall.

Release from Devisees in Trust, and a Legatee, of several Messuages mortgaged by the Testator, (who devised the same to be sold for the Payment of the Mortgage Money, and the Surplus to the Legatees) to the Mortgagee, who paid the Consideration for the Equity of Redemption to the Legatees, by Direction of the Trustees.

THIS Indenture Tripartite, made, &c. **Between** A. of — (surviving Devisee named in and by the last Will and Testament of B. late of, &c. deceased) of the first Part, C. of — (the only Brother of D. late of — formerly the Husband of the said B. also deceased) E. of — and M. his Wife, F. of — and N. his Wife, and G. of — and O. his Wife, (which said M. Wife of the said E. N. Wife of the said F. and O. Wife of the said G. are the three Daughters of the said C.) of the second Part, and H. of — (the Mortgagee, and now Purchaser of the Equity of Redemption) of the third Part. **Whereas** the said B. deceased, did make her last Will and Testament in Writing, bearing Date — and did thereby, amongst several other Gifts and Bequests, give, devise and bequeath unto P. of — and the aforesaid A. (by the Name of A. of —) &c. (Upon Trust to sell the Premises to pay off the Mortgage Money, and the Surplus to be put out at Interest for the sole Benefit of C. for Life, and after his Death such Surplus to be equally divided amongst his three Daughters); **And** the said B. did name and appoint the said P. and A. Executors of her said Will, as thereby, Relation, &c. amongst other Things, &c. appear: **And whereas** the said P. is since deceased: **And whereas** the said H. has agreed for the absolute Purchase of the said Messuages and Premises: **Now this Indenture Witnesseth**, that for and in Consideration of 5 s. of lawful, &c. to the said A. and of the Sum of 13 l. 5 s. of like Money to the said C. and of the Sum of 13 l. 5 s. of like Money to the said E. and M. his Wife, and of the like Sum of 13 l. 5 s. of, &c. to the said F. and N. his Wife, and of, &c. (the like to the said G. and O. his Wife, by the said H. well and truly paid, by the Direction of the said A. surviving Executor of the said B. as aforesaid, testified, &c. making together the Sum of 53 l. which, together with the Sum of 52 l. due and owing for Principal and Interest upon the Indenture of Demise or Mortgage of the said Premises made by the said B. deceased, makes in all the Sum of 105 l. and is in full for the absolute Purchase of the Messuages and Premises aforesaid, and herein after mentioned to be sold and released; and is also in full of and for all or any Sum or Sums of Money, and other Benefit and Advantage accruing, given or payable to them the said C. and his aforesaid three Daughters, or any of them, out of, for or in Respect of the said Premises, or by Sale thereof, by the said Will of the said B. deceased, or otherwise howsoever, the Receipt of which said several and respective Sums of Money the said A. &c. do hereby severally and respectively acknowledge, and thereof, &c. he the said A. in Pursuance of the Trust in him reposed in and by the said Will, and likewise the said C. E. and M. his Wife, F. and N. his Wife, G. and O. his Wife, **Have**, and each of them **Doth** granted, &c. and by, &c. unto the said H. (in the actual Possession, &c. by Virtue, &c. to him thereof made by the said A. C. E. F. and G. in Consideration of 5 s. a-piece, &c. by Indenture Tripartite, bearing Date, &c. and made between the said A. of the first, the said C. E. F. and G. of the second Part, and the said H. of the third Part, and by Force, &c.) and to the Heirs and Assigns of the said H. for ever, **All** those, &c. and the Reversion, &c. and also all the Estate, &c. together with all and singular Deeds, &c. **To have and to hold**, &c. (as usual): **And** &c. (Warranty from A. C. E. F. and G. and then Covenants from A. for himself, his Heirs and Assigns, and the same for F. G. and their Wives, &c. that some of them is seised in Fee, and have Power to grant; and that H. his Heirs

and

and Assigns may peaceably enjoy, free from Incumbrances; and that they will make further Assurance, to enure to the Purchaser). In Witness, &c.

Release from Husband and Wife and their Trustee, (with the Consent of the Wife's Mother) pursuant to a Settlement before Marriage, on the Husband and Wife, and for several Uses, but revocable during their joint Lives, with Liberty to mortgage or sell the Premises with such Consent.

THIS Indenture Tripartite, made, &c. Between A. of — and D. his Wife, one of the Daughters of E. late of — deceased, and B. of — of the first Part, F. Widow and Relict of the said E. of the second Part, and and C. of — of the third Part. **W**hereas by Indenture Tripartite, made, &c. between the said E. and F. his Wife of the first Part, the said B. of the second Part, and the said A. and D. his Wife of the third Part, ^{Recitals, Of Settlement before Marriage.} [Reciting therein, (that the Premises hereby released were conveyed to one G. (since deceased) and said B. in Trust for said E. and that E. by several Indentures declared several Trusts, with Power of Revocation, and that E. by Indenture dated before said Indenture Tripartite, revoked the said Trusts, and limited other Trusts, with the like Power of Revocation, and to declare new Trusts; and further reciting the Marriage had between said A. and D.) and the said E. by said recited Indenture Tripartite, in Pursuance of Articles of Agreement therein also recited, revoked the Trusts declared, and declared that B. should stand seised in Trust for E. and his Assigns during his Life, then for A. during his Life, then for D. and his Wife and her Assigns for her Life, and after their Death, in Trust for their Children, &c. and that the said A. and D. during their joint Lives might sell or mortgage the Premises, and for that Purpose should have Power to revoke the Trusts appointed, and limit new Trusts, so that such Sale or Mortgage be made during the Lives and with the Consent of the said E. and F. or the Survivor]: ^{E.'s Death.} And whereas the said E. is since departed ^{Agreement for Purchase: Revocation.} this Life: And whereas the said C. hath agreed with the said A. and D. his Wife, for the Buying and Purchasing of the aforesaid — **N**ow therefore to the Intent, and for making the Sale thereof accordingly, **T**his Indenture witnesseth, that the said A. and D. his Wife, by and with the Consent and Approbation of the said F. testified by her being a Party to, and Signing and Sealing these Presents, in the Presence of the three Witnesses indorsing their Names thereon, according to the Power to them reserved and given, in and by the said recited Indenture as aforesaid, **D**o by these Presents, sealed, signed and executed by them, in the Presence of the three Witnesses indorsing their Names thereon, absolutely revoke, determine and make void all and every the Trust and Trusts declared, limited or appointed of and concerning the aforesaid — with the Appurtenances, for the Children of them the said A. and D. his Wife, and their Issue, as in the said recited Indenture is mentioned. ^{Release.} And this Indenture further witnesseth, that for and in Consideration of the Sum of — of, &c. to the said A. and D. his Wife, or one of them, in Hand, at, &c. by the said C. well, &c. and in Consideration of 5s. of like Money, to the said B. in Hand, &c. by the said C. likewise paid, the Receipt, &c. the said A. and D. his Wife, and (by their Direction, Consent and Appointment, testified by their Signing and Sealing these Presents) the said B. **H**ave bargained, sold, enfeoffed, released and confirmed, and by these Presents **D**o, and each of them **D**oth (by and with the Consent and Approbation of the said F. testified by her being a Party to, and Signing and Sealing these Presents in the Presence of three Witnesses thereto, and whose Names are indorsed thereon) fully and absolutely bargain, &c. unto the said C. (in the actual Possession, &c. by Virtue, &c. by the said A. and B. in Consideration of 5s. a-piece of lawful, &c. by Indenture, &c.) and to the Heirs and Assigns of the said C. for ever, **A**ll those, &c. **T**o have and to hold, &c. And, &c. (Covenant from A. for himself and Wife, that they and said B. will levy a Fine; that they, or some of them, are seised in Fee-simple, and have Power to convey; and that C. shall quietly enjoy, free from Incumbrances, Rents and Services excepted. Vide Tit. Covenants. And also freed, &c. (from a proportionable Part of an Annuity, &c. charged on the Premises). And lastly, that A. and D. his Wife, and B. will make further Assurance, to the Use of the Purchaser; and then a Covenant from the Vendor to indemnify the Trustee on his joining in the Sale. Vide Tit. Covenants). In Witness, &c.

Release from Husband and Wife, and the Wife's Trustee, of the Freehold Part of a Farm, and of the other Part that is Copyhold, which the Vendor covenants to surrender, being Part of Lands settled on the Wife for Life to her separate Use, and the Remainder to whom she should appoint, with Recital of such Appointment precedent to this Conveyance, to enable the Parties to grant to the Purchaser.

Recitals,
Of Deed of
Limitation of
Trusts.

Agreement
for Sale.

Appointment
by Deed, vide
Tit. Ap-
pointment.

THIS Indenture made, &c. Between A. of — and B. his Wife, and C. of — of the one Part, and D. of — of the other Part. **Whereas** by Indenture, &c. (Recital of a Deed of Limitation, whereby said C. should stand seised in Trust for E. for Life, then that C. should pay said B. Daughter of E. and now Wife of A. (exclusive of her Husband) all the Rents, &c. during her Life, or to her Appointment, &c. and for want thereof to the Heirs of B.) **And whereas** the said B. hath agreed absolutely to sell and convey the said Premises unto the said D. and his Heirs for ever, and for that Purpose the said B. according to the Power and Appointment to her in that Behalf given, declared and made, in and by the said recited Indenture, did by Writing under her Hand and Seal alone, bearing Date, &c. signed and sealed in the Presence of three several Persons, whose Names are indorsed as Witnesses on the Back of the said Writing, authorize, direct and appoint the said C. to pay or cause to be paid unto the said D. or his Assigns, all the Rents, &c. of, &c. during her Life, and after her Decease, in Trust for the said D. his Heirs or Assigns, in Pursuance of the afore mentioned Limitation of Trust: **Now this Indenture witnesseth**, that for and in Consideration of the Sum of — of, &c. to the said B. for her own separate Use, in Hand well and truly paid by the said D. at, &c. and in Consideration of 5 s. of, &c. to the said A. and C. in Hand, &c. by the said D. well, &c. the Receipt, &c. respectively acknowledge, &c. the said A. and B. his Wife, and the said C. by the Direction and Appointment of the said B. testified, &c. and in Pursuance of the said Deed Poll, under the Hand and Seal of the said B. alone, **Have**, and either and every of them **hath** bargained, sold, aliened, released and confirmed, and by, &c. **Do** and either of them **Doth** fully, &c. unto the said D. (in his actual Possession, &c. by Virtue, &c. by the said A. and B. his Wife, and C. for the Term, &c. by Indenture, &c.) and his Heirs and Assigns, **All** such Part and Parcel, and so much as is Freehold of all that the said Messuage, &c. situate, &c. in the said recited Indenture mentioned, then to be in the Occupation of, &c. and the Reversion, &c. all the Estate, &c. **To have and to hold**, &c. **And** &c. (Covenant from A. that he, his Wife and C. will surrender such of the Premises as are Copyhold; that the Vendors are seised in Fee, and have Power to grant; and that the Vendee shall peaceably enjoy, such and such Things being the Freehold Part of the Premises, and such and such being the Copyhold Part, free from any Gifts, &c. pursuant to the Wills of L. M. Son of E. and L. Jun. &c. and free from all Incumbrances except the Rents and Services, &c. For further Assurance to the Use of the Purchaser, from all the Vendors, to indemnify the Trustee. Vide Tit. **Covenants**). **In Witness**, &c.

Release from a Husband and Wife, and her Son and Heir apparent by a former Marriage, and a surviving Trustee of the Marriage Settlement, and Mortgagees, of Lands limited by the Settlement to the separate Use of the Wife, which she mortgaged for the Advancement of her Son to two Purchasers, who discharged the Mortgages.

THIS Indenture Tripartite made, &c. Between A. of — B. now Wife of the said A. and formerly Named B. C. of —, Widow, D. Son and Heir Apparent of the said B. C. and E. of —, surviving Trustee, named and appointed by and for the said B. C. of the first Part, F. of — and G. of — (Mortgagees) of the second Part, H. of — and J. of — (Purchasers) of the third Part. **Whereas** by Indentures of Lease and Release, bearing Date, &c. made between the said B. A. (by the Name of B. C. of — Widow) of the first Part, the said A. (by Name of A. of —) of the second Part, and K. of — (since deceased) and the said E. (Trustees named and appointed by and for the said B. C.) of the third Part, &c. (Recitals of Settlement before the Marriage of said A. with B. C. whereby B. C. conveyed the Premises, upon Trust for her separate Use for Life, (notwithstanding the intended Coverture), and after her Decease to the Appointment of her Deed or Will): **And whereas** by Indentures of Lease and Release, bearing several Dates, the Lease on or about, &c. made between the said B. A. and the said E. of the one Part, and the said F. and G. of the other Part; and the Release bearing Date on, &c. and made between the said B. A. and E. of the first Part, the said D. of the second Part, and the said F. and G. of the third Part, (reciting in Part the said recited Indenture of Release, as herein before is recited; and further reciting, that the said B. A. had Occasion to borrow 450 l. to accommodate and prefer the said D. in the World, which the said F. and G. therefore had paid and lent unto her the said E. at the Request,

Request, and by the Direction and Appointment of the said *B. A.* testified by her being a Party to, and Signing and Sealing of such last recited Indenture or Release) she the said *B. A.* hath granted, &c. (to *F. and G.* the Premises, to hold to them and their Heirs and Assigns) for Security of said 450 *l.* and Interest, under a Proviso, that if the said *B. A.* should pay *F. and G.* 472 *l.* 10 *s.* on, &c. then *F. and G.* would convey the Premises to said *E.* or such Person, &c. as *B. A.* (Covert or Sole) should appoint, and for want thereof to the use of *B. A.* her Heirs and Assigns) And whereas by indorsement on the last recited Indenture under the Hand and Seal of the said *B. A.* and *E.* (reciting that *B. A.* (for the further Advancement of her said Son) had received of the said *F. and G.* 600 *l.* more, which is by the said Indorsement further charged on the Premises) as by the said last recited Indenture, and Indorsement thereon, and the said other Indentures, Relation, &c. And whereas the said principal Sums of 450 *l.* and 600 *l.* nor either of them, or any Part thereof, were not paid to the said *F. and G.* on the Days of Payment respectively mentioned in the said Proviso, contained in the last recited Indenture of Release and Indorsement thereon, nor at any Time since, save only Interest of the said 450 *l.* And whereas the said *B. A.* having received and borrowed the said two several Sums as aforesaid, and having Occasion for further Money for the Advancement and Preferment of the said *D.* her Son in the World, hath, by and with the Approbation of the said *A.* come to an Agreement with the said *H. and J.* for their perfect and absolute Purchase of the aforesaid Premises in Manner following: Now this Indenture witnesseth, that by Virtue and in Pursuance of such Trust and Power aforesaid, as also of such Agreement, and for and in Consideration of the Sum of 1050 *l.* of lawful, &c. to the said *F. and G.* in Hand, by the said *H. and J.* in Place or Stead, and upon the Request, and by the Direction and Appointment of the said *B. A.* (testified, &c.) well and truly paid, at, &c. (being in full of all Principal Money and Interest due upon the said last in Part recited Indenture or Mortgage and Indorsement thereon) and for and in Consideration of the further Sum of 50 *l.* of like Money to the said *B. A.* and (by and with her Consent and Direction) to the said *D.* or one of them, in Hand by the said *H. and J.* at, &c. likewise paid, which together with the aforesaid Sum of 1050 *l.* makes in all the Sum of 1100 *l.* being the full Sum of Money agreed to be paid for the above Purchase of the said Messuages, &c. and for and in Consideration of 5 *s.* a-piece to the said *E. A. and B.* his Wife, and *D.* the same Fine by the said *H. and J.* likewise paid, the Receipt, &c. they the said *F. and G.* by and with the Consent, Direction and Appointment of the said *B. A.* (testified, &c.) and the said *A. B. A. and D.* and by and with as well her Consent, Direction and Appointment, as also the Consent of the said *B. A. and D.* (testified as aforesaid) and the said *E.* Have, and each of them Hath granted, &c. and by, &c. Do, and each and every of them Doth fully, freely and absolutely grant, &c. by Indenture Tripartite between, &c. (same Parties as to this Release) and to the Heirs and Assigns of the said *H. and J.* for ever, All that the aforesaid Messuage, &c. and the Reversion, &c. and further also all and all manner of Estate, &c. Equity of Redemption, Claim, &c. whatsoever in Law and Equity, of them the said *F. and G. E. A. B. A. and D.* every or any of them respectively, of, into, &c. To have and to hold, &c. And, &c. (Covenant from *F. and G. E. A. and B.* his Wife, and *D.* for themselves severally, and said *A.* for said *B.* his Wife, to levy a Fine; from the Mortgagees and Trustees, that they have not incumbered; from *A. and D.* jointly and severally, that notwithstanding any Act of them or *B. A.* the said *B. A. E. F. and G.* or some of them are seised in Fee-simple, and have Power to grant; and that the Vendees shall quietly enjoy, free from Incumbrances; and that *A. B. A. F. G. E. and D.* will make further Assurance to enure to the Purchasers. Vid. Tit. Covenant.) In Witness, &c.

Perused by Sir Edward Northey.

Release from the Releasors in the preceding Conveyance to the Trustee therein named, declaring the Purchase made in Trust for him.

THIS Indenture, made, &c. Between *H.* of — and *J.* of — of the one Part, and *E.* of — of the other Part, Whereas by Lease and Release Tripartite, &c. (Recital of the last Conveyance) Relation, &c. Now this Indenture witnesseth, that the said *H. and J.* do hereby for themselves, their Heirs, Executors, Administrators and Assigns, severally acknowledge and declare the said Sum of 1100 *l.* the Consideration Money mentioned to be by them paid, in and by the said recited Indenture of Release, for the Purchase of the Premises of Trust, to them conveyed as aforesaid, was the proper Money of and belonging to the said *E.* and that the said Messuage, &c. in and by the said recited Indentures of Lease and Release, mentioned or intended to be granted, sold, released and conveyed, are so granted, sold, released and conveyed unto them the said *H. and J.* and their Names are used in the said recited Indentures in Trust only, and for the Use of the said *E.* his Heirs and Assigns, and for no other Use or Purpose: And therefore this Indenture further witnesseth, that they the said *H.*

and J. in Pursuance of the Trust in them reposed as aforesaid, and in Consideration of 5 s. a-piece of lawful, &c. well and truly paid by the said E. the Receipt, &c. they the said H. and J. **Have** and each of them **Both** granted, &c. and by &c. **Do**, and each of them **Doth** grant, &c. unto the said E. (in his actual Possession, &c. by the said H. and J. by Indenture, &c.) and to the Heirs and Assigns of the said E. for ever, **All** that, &c. of them the said H. and J. and either of them, of, in, to, &c. by Virtue of the said recited Indentures of Lease and Release, and by any other Ways or Means whatsoever or howsoever; together with all and singular Deeds, &c. **To have and to hold**, &c. (*Add a Covenant that the releasors have not incumbered*). **In Witness**, &c.

A Transfer (by Lease and Release) of two several Mortgages in Fee, in one whereof an Infant Heir conveys, by Virtue of the Statute of 7 Annæ.

Recitals.
As to a Mortgage in Fee from R. E. and E. his Wife, to J. M.

J. M.'s Death, H. M. B. and T. B. the (Infant) Devisees. Conveyance of the Equity of Redemption to J. D.

J. D.'s Conveyance thereof to R. B.

THIS Indenture **Quadrupartite** made, &c. **Between** J. D. of, &c. and M. his Wife of the first Part, H. M. B. of, &c. and T. B. of, &c. an Infant under the Age of 21 Years, that is to say, of the Age of 18 Years or thereabouts, Grandsons and Residuary Legatees named in the last Will and Testament of J. M. late of, &c. deceased; which said H. M. is also Heir at Law of the said J. M. J. V. of, &c. surviving Executor and Trustee of the last will and Testament of the said J. M. of the second Part, R. B. of, &c. of the third Part, and E. J. of, &c. of the fourth Part. **Whereas** by Indenture of Lease and Release, the Lease bearing Date, &c. and the said Release bearing Date the 2d Day of *March*, &c. and made, &c. between R. E. of &c. and E. his Wife of the one Part, and the said J. M. of the other Part (*Reciting* as in the said Indenture of Release is recited) they the said R. E. and E. his Wife, for and in Consideration of the Sum of 160 l. of, &c. did bargain, &c. unto and to the Use of the said J. M. her Heirs and Assigns, **All** those two Messuages, &c. to hold the said Messuages, &c. unto and to the Use of the said J. M. her Heirs and Assigns for ever, *Defeasible nevertheless, and subject* to a Proviso or Condition in the said recited Indenture of Release contained for making void thereof on Payment of the Sum of 168 l. of, &c. by the said R. E. his, &c. unto the said J. M. her, &c. on the Day and Times, in Manner and Form as in the said recited Indenture of Release is particularly mentioned, as in and by, &c. **And whereas** the said J. M. is since dead, having first made and duly published her last Will and Testament in Writing, bearing Date, &c. whereby she gave and devised all her real and personal Estates unto her Grandsons the said H. M. B. and his Brother T. B. equally to be divided between them, and made and appointed J. B. and J. D. both since deceased, and the said J. V. Executors and Trustees of her said Will; **And whereas** by Indentures of Lease and Release bearing Date respectively the 16 and 17 Days of *June*, &c. and made, &c. between the said R. E. and E. his Wife of the one Part, and the said J. D. of the other Part, the said Indenture of Release, reciting the said Indenture of Lease and Release of the first and second of *March*, &c. herein before recited, and also reciting, that there was the Sum of 196 l. due to the Executors of the said J. M. for Principal and Interest, on the said recited Mortgage, and that the said J. D. had purchased of the said R. E. and E. his Wife, the Equity of Redemption of the said mortgaged Premises, they the said R. E. and E. his Wife, in Consideration of 196 l. to be paid to the said H. M. B. and T. B. and of 40 l. in Hand paid to the said R. E. *did* bargain, sell, release and confirm unto the said J. D. his Heirs and Assigns, **All** those the said two Messuages, &c. herein before particularly mentioned, and in and by the said first recited Indentures of Lease and Release bargained and released; **To hold** the same unto the said J. D. his Heirs and Assigns for ever; *subject nevertheless* to the Payment of the Sum of 196 l. to be paid at *Michaelmas* then next, with the Interest, from thence to grow due on the said recited Mortgage made to the said J. M. as aforesaid, as in and by the said recited Indentures of Lease and Release, Relation, &c. **And whereas** by Indentures of Lease and Release bearing Date respectively the 7th and 8th Days of *May*, &c. and made, &c. between the said J. D. and M. his Wife of the one Part, and the said R. B. of the other Part, reciting in the said Indenture of Release, the said first recited Indentures of Lease and Release of the first and second of *March*, &c. to the said J. M. they the said J. D. and M. his Wife, in Consideration of the Sum 200 l. to the said J. D. paid by the said R. B. *did* bargain, &c. unto the said R. B. his, &c. **All** those the said two Messuages, &c. herein before particularly mentioned, and in and by the first recited Indentures of Lease and Release bargained and released, and also all that Messuage, &c. as also, &c. **To hold** the same unto and to the Use of the said R. B. his Heirs and Assigns for ever; *Subject nevertheless* to the said herein before recited Mortgage, made as aforesaid to the said J. M. and defeasible nevertheless, and subject to a Proviso or Condition in the said last recited Indenture of Release contained for making void thereof on Payment of the Sum of 200 l. of, &c. with lawful Interest for the same, by the said J. D. his, &c. unto the said R. B. his &c. on the Days and Times, and in Manner and Form as in the said last recited Indenture of Release is particularly mentioned

tioned, as in and by, &c. **And whereas** in *Easter* Term in, &c. one Fine *sur Conuſance de droit cum ceo*, &c. was had and levied of all and ſingular the Premiffes abovementioned in his Majesty's Court of C. P. at *Weſtmiſter*, wherein R. B. Plaintiff, and J. D. and M. his Wife Defendants, by the Name of three Meſſuages, &c. with the Appurtenances in, &c. the Uſe and Uſes of which ſaid Fine have not been declared by any of the Parties thereto: **And whereas** the ſaid J. D. hath paid and ſatiſfied all Intereſt due on the ſaid firſt recited Mortgage, to the Day of the Date of theſe Preſents, ſo that there remained due on the ſaid firſt recited Mortgage to the ſaid H. M. B. and T. B. as Devifees and reſiduary Legatees in the Will of the ſaid J. M. the Sum of 160 l. only and no more: **And whereas** the ſaid J. D. hath also paid and ſatiſfied to the ſaid R. B. all Intereſt due on the ſaid laſt recited Mortgage made to the ſaid R. B. to the Day of the Date of theſe Preſents, and alſo the Sum of 40 l. Part of the ſaid principal Sum of 200 l. ſo that there only remains due to the ſaid R. B. on the ſaid laſt recited Mortgage the Sum of 160 l. **And whereas** by Virtue of and in Purſuance of an Act of Parliament made in the ſeventh Year of the Reign of her late Majesty Queen Anne (intituled, An Act to enable Infants who are ſeiſed or poſſeſſed of Eſtates in Fee in Truſt, or by way of Mortgage, to make Conveyances of ſuch Eſtates) the ſaid T. B. hath, by an Order of the High Court of Chancery on a Petition of the ſaid J. D. been directed to convey the Premiffes herein before mentioned unto and to the Uſe of the ſaid E. J. her Heirs and Aſſigns for ever: **Now this Indenture witneſſeth**, that for and in Conſideration of the Sum of 160 l. of, &c. to the ſaid J. V. (by and with the Direction, and Conſent of the ſaid H. M. B. and T. B. teſtified, &c. and as by and with the Direction, Privity and Conſent of the ſaid J. D. teſtified alſo by, &c.) in Hand paid by the ſaid E. J. at, &c. in full of all Monies due and owing on the ſaid firſt recited Mortgage, **And alſo** for and in Conſideration of the further Sum of 160 l. of, &c. to the ſaid R. B. (by and with the Direction and Conſent of the ſaid J. D. teſtified, &c.) in Hand alſo paid by the ſaid E. J. at, &c. the Receipt or Payment of which ſaid ſeveral Sums of 160 l. and 160 l. they the ſaid H. M. B. and T. B. J. V. and R. B. and each and every of them do and doth hereby reſpectively acknowledge, and thereof, &c. and alſo for and in Conſideration of the Sum of 5 s. of, &c. in Hand paid to the ſaid J. D. by the ſaid E. J. at, &c. the Receipt, &c. the ſaid H. M. B. and the ſaid T. B. by Virtue of and in Purſuance of the ſaid Act of Parliament, and in Obedience to the ſaid Order of the High Court of Chancery (by and with the Privity and Conſent of the ſaid J. V. and of the ſaid J. D. teſtified, &c.) and alſo the ſaid R. B. (by and with the Privity and Conſent of the ſaid J. D. teſtified, &c.) and alſo the ſaid J. D. **have**, and each and every of them the ſaid H. M. B. T. B. R. B. and J. D. **hath** bargained, ſold, assigned, aliened, releaſed and confirmed, and by theſe Preſents (by the like Privity and Conſent) **do**, and each and every of them **doth** bargain, &c. unto the ſaid E. J. (in her actual Poſſeſſion, &c.) and to her Heirs, **All** thoſe, &c. **To have and to hold** the ſaid Meſſuages, &c. and all and ſingular, &c. unto the ſaid E. J. her Heirs and Aſſigns, to the only proper Uſe and Behoof of the ſaid E. J. her Heirs and Aſſigns for ever: **Provided always nevertheleſs**, and it is hereby declared and agreed, by and between the ſaid Parties to theſe Preſents, and the true Intent and Meaning of them and theſe Preſents is, that if the ſaid J. D. his Heirs, Executors, Adminiſtrators or Aſſigns, or any of them, do and ſhall well and truly pay, or cauſe to be paid to the ſaid E. J. her Heirs, Executors, Adminiſtrators or Aſſigns, the full and juſt Sum of 336 l. of, &c. in Manner and Form following, that is to ſay, the Sum of 8 l. Part thereof, at or upon the 23d Day of *June* next enſuing the Date hereof, and the further Sum of 328 l. Reſidue thereof, at or upon the 23 Day of *December* next enſuing the Date hereof, and which will be in the Year of our Lord 17— without making any Deduction, Defalcation or Abatement out of the ſame or any Part thereof, for or in Reſpect of any Taxes, Charges, Aſſeſſments, Payments or other Matter or Thing whatſoever, that then and from thenceforth the ſaid J. D. his Heirs and Aſſigns, ſhall ſtand and be ſeiſed of the Meſſuages, &c. herein before mentioned; **In Truſt**, to permit and ſuffer the ſaid J. D. his Heirs and Aſſigns, to take and receive to his and their own Uſe the Rents and Profits thereof. (*Covenant for further Affurance; to pay 336 l. Mortgage Money; done no act to incumber; to ſtand ſeiſed till Eſtate perfected; Good Right, &c. that a Fine levied ſhall be to ſuch Uſe*). **In Witneſs**, &c.

Conveyance by Lease and Release of the Reversion of an Estate after the Death of Tenant for Life.

THIS Indenture made, &c. **Between** J. B. H. of London, Gent. only Son and Heir of J. B. H. late of M. &c. Gent. deceased, of the one Part, and A. D. of L. Widow, of the other Part, **Witneſſeth**, that for and in Conſideration of the Sum of 200 l. of, &c. **he** the ſaid J. B. H. **hath** granted, bargained, ſold, releaſed and confirmed, and by theſe Preſents **doth**, &c. unto the ſaid A. D. (in her actual Poſſeſſion, &c. and to her Heirs, **All** thoſe, &c. and the Reversion and Reversions, Remainder and Remainders, Rents,

Rents, Issues and Profits of all and singular the said Messuages or Tenements, Lands and Premises, and also all the Estate, &c. of him the said J. B. H. of, in, to or out of the said Premises, or any Part or Parts thereof, and all Deeds, &c. **To have and to hold** the said Messuages or Tenements, Lands, Hereditaments, and all and singular the Premises herein before mentioned, and intended to be hereby granted and released, with their and every of their Appurtenances, unto the said A. D. her Heirs and Assigns, to the Use and Behoof of the said A. D. her Heirs and Assigns for ever; **Subject nevertheless** to the Estate for Life of A. H. Widow of the said J. H. and Mother of the said J. B. H. which she may claim by Virtue of an Indenture Tripartite, bearing Date the, &c. made or mentioned to be made between the said J. H. of the first Part, M. C. of, &c. in the County of, &c. Widow, the Relict of J. D. then late of W. in the said County of, &c. Gent. N. D. of M. aforesaid Gent. J. D. of the Parish of St. S. S. in the County of S. Haberdasher, and W. H. of A. next R. in the said County of K. of the second Part, and the said A. H. by her then Name A. D. and M. of the third Part, **AND** (Covenants to levy a Fine; lawfully seized, &c. the usual Covenants excepting the Estate for Life). **In Witness, &c.**

A Conveyance of a Bankrupt's Estate from Trustees to a Purchaser in Pursuance of a Decree in Chancery.

As to the
Mortgagor's
becoming a
Bankrupt.

Commission,
&c.

As to the Bar-
gain and Sale

THIS Indenture Tripartite, made the, &c. **Between** J. G. of, &c. R. C. of, &c. and E. R. of, &c. Widow, Relict and Adm^{ix}atrix of J. R. late of, &c. deceased, which said J. R. was the only Son and Issue of R. R. who was the eldest Son and Issue of, W. R. and also Nephew and Heir at Law to, and also Devisee of the Lands and Tenements herein after granted and conveyed of and under the last Will and Testament of R. R. heretofore, of, &c. deceased) of the first Part, E. C. of, &c. of the second Part, and T. C. of, &c. of the third Part. **Whereas, &c.** (Recital of a Mortgage for a Term of Years from R. R. to P. J. for 300 l.) **And Whereas** the said J. R. sometime after his Making and Executing the said Indentures of Mortgage before mentioned and recited, became a Bankrupt, and a Commission of Bankruptcy was awarded against him in such Manner and directed to such Commissioners, whereon there were such Proceedings had, as are herein after mentioned and recited; **And whereas** by Indenture of Bargain and Sale bearing Date on or about the 11th Day of August, &c. made, &c. between W. P. Esq; L. K. and J. C. Gent. of the one Part, and S. W. of, &c. of the other Part, reciting as therein is recited, and to the Effect following (to wit) That a Commission of Bankruptcy under the Great Seal of Great Britain, bearing Date at Westminster the 23 Day of July then last past, and grounded upon the several Statutes made concerning Bankrupts, had been awarded against the said J. R. by the Name of J. A. late of, &c. and directed unto the said W. P. L. K. and J. C. and unto J. C. Esq; and A. C. Gent. thereby giving full Power and Authority to them the said Commissioners, four or three of them (whereof the said W. P. and J. C. was to be one) to execute the said Commission, as in and by the said Commission, Relation being thereunto had, would more fully appear; and that the said W. P. L. K. and J. C. (being the major Part of the Commissioners in the said Commission named) began to put the said Commission in Execution, and upon due Examination of Witnesses and other good Proofs before them taken, had found that the said J. R. was long before the Date and Suing forth the said Commission, a Dealer in Stuffs, Silks, Linen and other Goods, and endeavoured to get his Livelihood by buying of Silks, Stuffs, Linen and other Goods, as aforesaid, and did by Reason thereof become indebted unto the said S. W. in the Sum of 147 l. and to several other his Creditors in divers and large Sums of Money, and that the said J. R. being so indebted as aforesaid before the date and suing forth the said Commission, in the Judgment of the said W. P. L. K. and J. C. became Bankrupt to all Intents and Purposes within the Compass, true Intent and Meaning of the several Statutes made concerning Bankrupts, some or one of them, and that the said Commissioners, in the Execution of the before recited Commission, and the Statutes therein mentioned, had likewise found, or it otherwise appeared unto them, that the said J. R. at such Time as he became a Bankrupt as aforesaid, was seized or possessed of, or entitled unto an Estate of Inheritance in Fee-simple, Fee-tail, or some other Estate of Inheritance, or other Estate in Reversion, Remainder or Expectancy, of and in the Messuages, Lands, Tenements and Hereditaments herein before mentioned, and therein after bargained and sold; **They** the said W. P. L. K. and J. C. in further Execution of the said Commission, and of the Statutes therein mentioned, and by Force and Virtue of the same, and of the Power and Authority to them thereby given, and also for and in consideration of the Covenants therein after on the Part of him the said S. W. his Heirs, Executors and Administrators, covenanted to be performed, fulfilled and done, did, as much as in them lay, and they lawfully might, order, bargain and sell unto him the said S. W. his Heirs and Assigns for ever, **All** and singular the Messuages, Lands, Tenements,

Tenements and Hereditaments, and Premises herein before mentioned to be situate, &c. with their and every of their Rights, &c. and also all that Messuage or Tenement, situate, &c. and also all other the Manors, Lands, Tenements and Hereditaments of him the said J. R. or any other in Trust for him, or wherein and whereunto the said J. R. then was, or at the Time he became a Bankrupt, was seised of, interested in or entitled unto, in Law or in Equity, situate, &c. and the Reversion &c. and all the Estate, &c. which he the said J. R. or any other Person or Persons in Trust for him, then had, or at such Time as he the said J. R. became a Bankrupt, had or should, or of Right ought to have or claim, of, in, to or out of the said Premises, every or any Part or Parcel of them, or either of them, and also all the Estate, Right, Title, Interest, Claim and Demand whatsoever, both in Law and Equity, which they the said Commissioners, Parties thereto, by Virtue of the said Commission or the Statutes therein mentioned, then had, of, in, to or out of the said Premises, or any Part or Parcel of them, any or either of them; **To hold** the said Messuage or Tenements, Lands, Hereditaments and Premises, in and by the said hereby recited Indenture ordered, bargained and sold, or meant, mentioned, or intended to be thereby ordered, bargained and sold, with their and every of their Appurtenances, unto the said S. W. his Heirs and Assigns, **To the Use** of him the said S. W. his Heirs and Assigns for ever; **Upon Trust** nevertheless, and to the Intent that the said S. W. his Heirs and Assigns, did and should, with all convenient Speed, sell and dispose of the said Messuage or Tenement, Lands, Hereditaments and Premises, and every Part and Parcel thereof, at the best Price that could be had or gotten for the same by him or them for the equal and proportionable Benefit and Advantage (after Payment of, and discharging all Money justly due and owing on all and every Mortgage or Mortgages made of the said Premises, every or any of them, before the said J. R. became a Bankrupt) of him the said S. W. and all such other the Creditors of the said J. R. which had then already sought, or should then after in due Time seek Relief by Virtue of the said Commission, and contribute towards the Charges thereof, according to the Direction and Limitation of the said several Statutes in that Case made and provided, so far as the same should amount to satisfy such Creditors their respective Debts, and also the Charges of suing out, and otherwise proceeding on the said Commission; and as to the Residue and Surplusage of the same (if any then be) **In Trust** for the said J. R. his Executors, Administrators and Assigns, according to the several Statutes, and the true Intent and Meaning of them, and to and for no other Use, Intent or Purpose whatsoever, as in and by the said last recited Indenture, Commission and Proceedings of the Commissioners, Relation, &c. **And whereas** by Indentures of Lease and Release, bearing Date respectively the 16th and 17th Days of July 1730. the said Release being *Quadrupartite*, and made or mentioned to be made between the said J. R. and E. C. of the first Part, the said S. W. of the second Part, and the said J. G. and R. C. of the third Part, (reciting to the Effect before recited) and also that the said Messuages, Lands, Tenements and Hereditaments, and other the Estate of the said J. R. so as aforesaid granted and assigned by the said P. J. to the said E. C. and the Reversion thereof, so as aforesaid, bargained and sold by the said W. P. L. K. and J. C. unto the said S. W. were of greater Value, and more than sufficient to satisfy and pay all the just Debts of the said J. R. due and owing to the said E. C. S. W. and all his other Creditors, and for and in Consideration of the further Sum of 650*l.* then or before advanced and lent by the said E. C. unto the said S. W. in order to pay the Debts of the said J. R. and for the securing the Repayment of the said Sum of 650*l.* with Interest, as well as of the before mentioned Sum of 600*l.* with Interest, and also of all such other Sums and Interest, as the said E. C. should pay and advance for and towards the Clearing and Discharging the Debts of the said J. R. and for the preventing the absolute Sale of the said Premises, and securing the speedy Payment of the said E. C. S. W. and the rest of the Creditors of the said J. R. their several and respective Debts, and other Considerations in the said Release mentioned; he the said S. W. by and with the Consent and Approbation of the said J. R. *Did* grant and convey unto the said J. G. and R. C. and their Heirs, **To the Use** of the said J. G. and R. C. and their Heirs, all and singular the said Messuages, Lands, Tenements, Hereditaments and Premises, upon such Trusts as in the said Indenture of Release are mentioned and declared; (that is to say) **Upon Trust**, that in Case the said J. R. his Heirs or Assigns, or some or one of them, should not, within the Space of six Months next ensuing the Date of the said last recited Indenture of Release, well and truly pay, or cause to be paid unto the said E. C. and S. W. and all and every other his Creditors, all such Sum and Sums of Money as should be duly proved to be justly due and owing to them, and each of them respectively, by and from the said J. R. that then and in such Case they the said J. G. and R. C. and the Survivor of them, his Heirs or Assigns, did and should sell, or otherwise dispose (in such Manner as they, or the Survivor of them, his Heirs or Assigns, should think fit) all and singular the said Premises, or so much of the same, as should be sufficient by the Money arising by the Sale or Mortgage thereof, in the first Place, to pay and retain to themselves all such Costs and Charges,

of the Bankrupt's real Estate to an Assignee, whereof Part were the mortgaged Premises.

To hold to the Assignee in Trust to sell the same subject to the paying of Mortgage Monies, and the Overplus to go amongst the Creditors.

As to a Conveyance from the Mortgagee and the Assignee, to Mr. G. and Mr. C. two Trustees of the Bankrupt's Estate upon several Trusts, &c.

As to Bank-
rupt's Death
before Sale of
the Premises
upon the
Trusts afore-
said, and leav-
ing his Wife
and an Infant
Son, the Tru-
stees refusing
to act.
As to a Bill
brought by a
Mortgagee
against the
Widow, In-
fant and Tru-
stees.
As to Prayer
of Mortga-
gee's Bill.

As to a De-
cretal Order.

As to Master's
Report.

As to a Per-
son's bidding
in Trust for
Mr. C. the
Purchaser.

As to Report
being con-

Charges, as they or either of them should sustain or be put unto, for, about or concerning the said Trusts; and in the next Place, so much as shall be sufficient to pay off and discharge all and every the Debts, which then already were or should be duly proved to be due and owing by and from the said *J. R.* to the said *E. C.* and *S. W.* and all other Creditors, and did and should pay the same accordingly, and did and should pay the Surplusage of such Money (if any there should be) to the said *J. R.* his Executors, Administrators or Assigns; and from and after the before mentioned Trusts performed, upon Trust that they the said *J. G.* and *R. C.* and the Survivor of them, or the Heirs of such Survivor, did and should reconvey unto the said *J. R.* and his Heirs, or to such other Person or Persons as he should nominate and appoint, all such of the said Premises as should not be sold for the Purposes aforesaid; and that from thenceforth, and after all the said Trusts performed, the said Commission, at the Costs and Charges of the said *J. R.* his Executors or Administrators, should and might be superseeded: **And whereas** the said *J. R.* departed this Life sometime in or about the Month of — in the Year — before any Sale made of the said Premises, or of any Part thereof, or before any of the Trusts in the said last mentioned and recited Indenture of Release were fulfilled or performed, and without having superseeded the said Commission or Bankrupt, (which is still in Being and in Force) leaving the said *E. R.* his Widow, and *R. R.* an Infant, his eldest Son and Heir, whereupon the said *J. G.* and *R. C.* refused or neglected to act in the said Trusts reposed in them as aforesaid, by the said last mentioned and recited Indenture of Release: **And whereas** the said *E. C.* exhibited his Bill of Complaint in the High Court of Chancery, sometime in or about — Term in the Year — against the said *J. W. E. R. R. R.* the Infant, *J. G.* and *R. C.* therein setting forth the Substance of the several Deeds and Conveyances before mentioned and recited, and also the Death of the said *J. R.* and that he the said *E. C.* had not been paid any Part of the respective Sums of Money above mentioned to be due to him, and that the said *J. G.* and *R. C.* refused to act in the said Trust, the said *E. C.* by his said Bill therefore prayed, that the said Trust declared and expressed in the said Indenture of Release, bearing Date the 17th Day of *July* 1730. might be performed, and the said *E. C.* be otherwise relieved, as the Nature of his Case did require; to which said Bill all the said Defendants having put in their several and respective Answers, and Issue being joined in the said Cause, and several Witnesses having been examined, and the said Cause coming on to be heard before his Honour the Master of the Rolls, on or about the 9th Day of *June* 1736. his Honour did think fit, and so order and decree, that it should be referred to Mr. *B.* one of the Masters of this Court, to compute what is due to the said *E. C.* the Plaintiff, for Principal and Interest on his said Mortgage; and also that the said Master should take an Account of all other the Debts of the said *J. R.* and for that Purpose, that the said Master should cause an Advertisement to be published in the *London Gazette*, for the Creditors of the said *J. R.* to come in and prove their Debts before him by a Time to be therein limited, or in Default thereof, that they would be excluded the Benefit of the said Decree; and the said Master was also directed to enquire whether the Defendant the said *E. R.* be entitled to Dower, or not; in case the said Master should find that she is entitled to Dower, then he was to set a Value thereon, and to tax all Parties their Costs of this Suit; and in order to raise Money to answer the Purposes aforesaid, it is ordered and decreed, that so much of the Real Estate of the said *J. R.* as should be necessary, should be sold with the Approbation of the said Master, to the best Purchaser or Purchasers that could be gotten for the same, in which Sale all proper Parties are to join, as the said Master should direct; and out of the Money arising by such Sale, all Parties are in the first Place to be paid their said Costs, and the Defendant the said *E. R.* is in the next Place (in case the said Master should find she is entitled to Dower) to be thereout paid what the said Master should value her Dower at, and then the Plaintiff is to be paid what the said Master should certify to be due to him for Principal and Interest as aforesaid; and out of the Residue of the said Money arising by such Sale, the other Creditors of the said *J. R.* who should come in and prove their Debts before the said Master as aforesaid, are to be paid what the said Master should certify to be due to them respectively, as in and by the said Bill, Answers and Decree, Relation being thereunto had, doth more fully and at large appear: **And whereas** the said Master *B.* in Pursuance of the said Decree, made his Report in the said Cause on or about the fifth Day of *February* last past, and did thereby certify that he conceived it would be necessary to sell the whole of the said Real Estate of the said *J. R.* to answer the Purposes in the said Decree mentioned, and that he had therefore caused the Sale to be duly advertised in the *London Gazette*, and that in Pursuance of such Notice he had been attended by several Persons proposing to purchase the same, and that Mr. *J. K.* in the Name and on the Behalf of the said *T. C.* proposed to give for the said Estate 2020*l.* which Sum being the most that had been bid for the same, he had allowed the said *J. K.* on the Behalf of the said *T. C.* to be the best Purchaser for the said Real Estate: **And whereas** the said Report was by an Order of the said Court of Chancery bearing Date on or about the 10th Day of

of *February* last past, confirmed, unless Cause should be shewn to the contrary, within eight Days after Notice thereof to the Plaintiff and Defendant's respective Clerks in Court, and which said last mentioned Order was made absolute by another Order of the said Court bearing Date on or about the 12th Day of *March* last past: And whereas the said Master, as appears and is certified by his Report, bearing Date on or about the 25th Day of *June* last past, proceeded to take an Account in the said Cause, of what is due to the said *E. C.* for Principal and Interest upon the said Premises, and found and certified the same to amount to the Sum of 1748 *l.* 11 *s.* 4 *d.* and also to take an Account of all other the Debts of the said *J. R.* and for that Purpose had caused two several Advertisements to be inserted in the *London Gazette*, for the Creditors of the said *J. R.* to come in and prove their Debts before the said Master, by a Time in the said Advertisement limited, and long since past; and in Default thereof, that they would be excluded the Benefit of the said Decree, and found and certified by his said Report, that the same (exclusive of what was due to the said *E. C.*) amounted to the Sum of 267 *l.* 10 *s.* 5 *d.* and also proceeded to enquire whether the said *E. R.* was entitled to Dower, or not from the said Estate, and found and certified that she was intitled to Dower, and that he had valued the same at the Sum of 92 *l.* 13 *s.* 4 *d.* and that he had also considered of the Plaintiff's Bill of Costs, and also of all the Defendants Bill of Costs, and had taxed the same; (to wit) The said Plaintiff's Bill of Costs at the Sum of 122 *l.* 6 *s.* and the said Defendant *J. W.*'s Bill of Costs at the Sum of 14 *l.* 12 *s.* 8 *d.* and the Bills of Costs of all the other Defendants, at the Sum of 33 *l.* 9 *s.* 4 *d.* the said Costs of all the said Parties taxed so as aforesaid, amounting in the whole to the Sum of 170 *l.* 11 *s.* 6 *d.* and that in order to raise Money for the Purpose aforesaid, he had caused the Sale of the said *J. R.*'s Real Estate in the said County of *S.* to be advertised as aforesaid, and that he had allowed the said *J. K.* on the Behalf of the said *T. C.* the best Purchaser of the Real Estate aforesaid, at the said Sum of 2020 *l.* and that out of the said Sum 170 *l.* 11 *s.* 6 *d.* taxed for the Costs of the several Parties in the said Suit, was to be paid in the first Place, in the several Proportions before mentioned; that the said *E. R.* was, in the next Place, to be paid the said Sum of 92 *l.* 13 *s.* 4 *d.* the said Value of her Dower; and that the said Plaintiff, *E. C.* in the next Place, was to be paid the said Sum of 1748 *l.* 11 *s.* 4 *d.* certified to be due to him as aforesaid, for Principal and Interest on the said Morigaged Premises; and that after Payment of the said several Sums, the Residue of the said Purchase Money would be the Sum of 81 *l.* 3 *s.* 10 *d.* and no more, for Payment of the other Creditors of the said *J. R.* who had proved their Debts before the said Master, as by the said last mentioned Report, (which was afterwards confirmed and made absolute by Order of the said Court of Chancery, on or about the fifth Day of this Instant *July*) Relation, &c. Now this Indenture witnesseth, that the said *J. G. R. C.* and *E. R.* in Pursuance of the said Decree, Reports, Orders and Proceedings before mentioned, and by and with the Approbation of the said Master *B.* and also by and with the Consent of the said *E. C.* testified by his being a Party to, and Sealing and Delivery hereof, for and in Consideration of the above mentioned Sums of 1748 *l.* 11 *s.* 4 *d.* and 122 *l.* 9 *s.* 6 *d.* due to the said *E. C.* for Principal, Interest and Costs, as aforesaid, to him the said *E. C.* in Hand paid by the said *T. C.* the Receipt of which said Sums the said *E. C.* doth hereby acknowledge; and also for and in Consideration of the above mentioned Sum of 92 *l.* 13 *s.* 4 *d.* due to the said *E. R.* being the Value estimated of her Dower as aforesaid, and to her the said *E. R.* in Hand paid by the said *T. C.* (the Receipt whereof the said *E. R.* doth hereby acknowledge); and also for and in Consideration of the above mentioned Sum of 14 *l.* 12 *s.* 8 *d.* due to the said *J. W.* for Costs taxed as aforesaid, and to her the said *J. W.* in Hand paid by the said *T. C.* (the Receipt whereof is hereon indorsed and signed by the said *J. W.*) and also for and in Consideration of the above mentioned Sum of 33 *l.* 9 *s.* 4 *d.* in Hand paid by the said *T. C.* unto *S. B.* of *Christ-Church* aforesaid, Gent. Attorney and Solicitor for all the other Defendants in the said Cause, being their Costs taxed as aforesaid, (the Receipt whereof is hereon indorsed and signed by the said *S. B.*) and also for and in Consideration of the above mentioned Sum of 81 *l.* 3 *s.* 10 *d.* Residue of the said Purchase Money, to them the said *J. G.* and *R. C.* in Hand paid by the said *T. C.* in Trust for the other Creditors of the said *J. R.* who have proved their Debts before the said Master, (the Receipt of which said last mentioned Sum the said *J. G.* and *R. C.* do hereby acknowledge) Have bargained and sold, aliened, released and confirmed, and by these Presents, they the said *J. G. R. C.* and *E. R.* do bargain, sell, &c. unto the said *T. C.* his Heirs and Assigns, (in the actual Possession, &c.) All that, &c. To have and to hold the said Messuage, Lands Tenements and Premises herein before mentioned and intended to be hereby released and conveyed, and every Part and Parcel thereof, with their and every of their Rights, Members and Appurtenances, unto the said *T. C.* his Heirs and Assigns, To the Use of the said *T. C.* his Heirs and Assigns for ever; And, &c. (Covenant, Done no Act to incumber). In Witness, &c.

firmed, unless Cause.

As to Report being confirmed.

As to subsequent Report of Debts due to the Mortgagee and Creditors, and Costs to Plaintiffs and Defendants.

And as to Dower.

Consideration.

Release of a Moiety of a Pew in a Church.

T**O** all Persons to whom, &c. **W****H****E****R****E****A****S** the said *A. B.* together with *C. D.* of the said Parish of — Gent. now are and stand seised to them and their Heirs, in equal Shares, viz. the said *A. B.* of, in and to one undivided Moiety or Half-Part, and the said *C. D.* of, in and to the other undivided Moiety or Half-Part, of and in — **A****L****L** that Pew or Seat in the Parish Church of — aforesaid, and as the same now and late has been used, possessed and enjoyed by them the said *A. B.* and *C. D.* **N****O****W** know ye, and these Presents witness, that for and in Consideration of the Sum of 6*l.* of lawful Money of Great Britain by the said *C. D.* to the said *A. B.* in Hand well and truly paid at, &c. in full for the absolute Purchase of his the said *A. B.* his undivided Moiety or Half-Part of and in the said Pew or Seat, and of all his Estate and Interest therein, the Receipt of, &c. and for divers other, &c. **H****E** the said *A. B.* hath granted, bargained, sold, remised, released, quit-claimed and confirmed, and by these Presents **D****O****T****H** freely and absolutely grant, &c. unto the said *C. D.* (in his actual and peaceable Possession now being) and to his Heirs and Assigns, **A****L****L** that his the said *A. B.* his undivided Moiety or Half-Part of and in the said Pew or Seat in the Parish of *M.* in the County of *G.* aforesaid, with its Appurtenances; and all the Estate, Right, Title, Interest, Inheritance, Use, Possession, Reversion, Remainder, yearly Rent, Profits, Property, Claim and Demand whatsoever or howsoever, both in Law and Equity, of him the said *A. B.* or of any Person or Persons in Trust for him, of, in or to the said hereby released Premises, and every Part and Parcel thereof; **T****O** have and to hold the said hereby released undivided Moiety or Half-Part of the said Pew or Seat and Premises, with its Appurtenances, unto the said *C. D.* his Heirs and Assigns to the only Use and Behoof of the said *C. D.* his Heirs and Assigns for ever; **A****N****D** the said *A. B.* for himself, his Heirs, Executors and Administrators, doth hereby covenant, promise and agree to and with the said *C. D.* his Heirs and Assigns, in Manner as follows, viz. That he the said *A. B.* now hath in himself good Right, full Power, and lawful and absolute Authority to release and convey the said undivided Moiety of the said Pew or Seat, with its Appurtenances, unto and to the Use of the said *C. D.* his Heirs and Assigns, in Manner as aforesaid; **A****N****D** lastly, that he the said *A. B.* and his Heirs, shall and will, at any Time hereafter, at the Request and Charge of the said *C. D.* his Heirs and Assigns, make, do and execute any further lawful and reasonable Act, Deed or Thing in the Law whatsoever, for the further, better and more effectual Conveying, Assuring and Confirming of the said hereby released Moiety of the said Pew and Premises with its Appurtenances, unto and to the Use of the said *C. D.* his Heirs and Assigns for ever, as by him or them, or his or their Counsel learned in the Law, shall in that Behalf be reasonably advised or required. **I****N** **W****I****T****N****E****S****S** whereof the said *A. B.* hath hereunto set his Hand and Seal, &c.

Release of an Estate from the first Mortgagee and the Mortgagor to the second Mortgagee, in Consideration of his discharging the first Mortgagee of the Money due on the Mortgage to him, and of a further Sum paid to the said Mortgagor.

T**H****I****S** Indenture Tripartite, made, &c. **B****E****T****W****E****E****N** *E. J.* (first Mortgagee) of — of the first Part, *J. D.* (Mortgagor) of — of the second Part, and *J. B.* (second Mortgagee and present Purchaser) of — of the third Part. **W****H****E****R****E****A****S**, &c. [Recital of a Mortgage in Fee to *E. J.* (Party hereto) (reciting therein several Mortgages, &c. and a Fine levied to *R. B.* of all the Premises); and of a Declaration of the Use of the Fine (levied to *R. B.*) to *E. J.* Vide Tit. Covenants; and a Recital of a Mortgage of Part of the Premises to *T. B.* Party hereto]. **A****N****D** **W****H****E****R****E****A****S** the said *J. D.* made Default in Payment of the Principal Sum of — so secured to the said *E. J.* by the said recited Indenture Quadripartite of the — Day of — and by Reason of such Non-payment thereof, the said — and Premises therein comprised and conveyed, are now in Law become absolutely vested in the said *E. J.* **A****N****D** **W****H****E****R****E****A****S** there is now justly due and owing from the said *J. D.* to the said *E. J.* for Principal and Interest Monies, by Virtue of the same Indenture, in the whole the Sum of — **A****N****D** **W****H****E****R****E****A****S** there is also due and owing from the said *J. D.* to the said *T. B.* by Virtue of the said recited Security so made to him as aforesaid, for Principal and Interest Monies, in the whole the Sum of — (Which said several Sums of — and — so now respectively due and owing to the said *E. J.* and *T. B.* in Manner aforesaid, making together the Sum of — is by him the said *J. D.* hereby agreed, acknowledged and declared so to be, testified by his Executing these Presents): **A****N****D** **W****H****E****R****E****A****S** the said *J. D.* (in Consideration of the Sum of — to be by the said *T. B.* now paid to the said *E. J.* in Discharge of all Monies now due to her upon the said recited

recited Security, and also in Consideration of the said Sum of—so now due from the said *J. D.* to the said *T. B.* by Virtue of the said recited Security so made to him as aforesaid; and also of the Sum of—to be to him now paid by the said *T. B.* amounting in the whole to the Sum of—) hath agreed absolutely to grant, release and convey the said several Messuages, Lands, Tenements, Hereditaments and Premises so respectively mortgaged as aforesaid, and all his Estate, Right, Title, Interest, Equity and Benefit of Redemption whatsoever, of, in and to the Premises unto and to the Use of the said *T. B.* his Heirs and Assigns, in such Manner as herein after is mentioned: **Now this Indenture witnesseth**, that for and in Consideration of the Sum of—of lawful money of *Great Britain*, to the said *E. J.* (by the Direction and appointment of the said *J. D.* testified by his being a Party to, and Signing and Sealing of these Presents) in Hand well and truly paid by the said *T. B.* at or before the Sealing and delivery of these Presents, in full Satisfaction and Discharge of all Principal and Interest Monies whatsoever, now due and owing to the said *E. J.* by Virtue of the said recited Security so made to her as aforesaid, the Receipt of which said Sum of—she the said *E. J.* doth hereby acknowledge, and thereof acquit, exonerate, and for ever discharge as well the said *J. D.* as also the said *T. B.* their respective Heirs, Executors and Assigns, by these Presents, she the said *E. J.* (at the special Instance and Request, and by and with the Consent, Direction and Appointment of the said *J. D.* testified as aforesaid,) **Doth** bargained, sold, released and confirmed, and by these Presents **Doth** bargain, sell, release and confirm unto the said *T. B.* (in his actual Possession now being by Virtue of a Bargain and Sale to him thereof made by them the said *E. J.* and *J. D.* for one whole Year, in Consideration of the Sum of 5*s.* of lawful Money by Indenture bearing Date the Day next before the Day of the Date of these Presents, made between the said *E. J.* and *J. D.* of the one Part, and the said *T. B.* of the other Part, and sealed and delivered before the Sealing and Delivery of these Presents, and by Force of the Statute for transferring of Uses into Possession in that Behalf made and provided,) and to his Heirs and Assigns, all those the said (*the Parcels*) which in and by the said recited Indentures of Lease and Release *Quadrupartite*, bearing Date the—and—Days of—and by the said Fine so levied as aforesaid, were granted, released and conveyed unto and to the Use of the said *E. J.* as aforesaid, with their and every of their Appurtenances, and the Reversion and Reversions, Remainder and Remainders, Rents, Issues and Profits of all and singular the said Premises, and all the Estate, Right, Title, Interest, Property, Claim and Demand whatsoever, both in Law and Equity, of her the said *E. J.* of, in, to or out of the herein before released Hereditaments and Premises and every Part and Parcel thereof, by Virtue of the same Indentures, or otherwise howsoever, together with the same Indentures, and all and every other Deeds, Evidences and Writings whatsoever, touching or concerning the said Premises which she the said *E. J.* hath in her Custody or Power, or can or may come by without Suit in Law or in Equity; **To have and to hold** the said (*Messuages or Tenements, Lands, Hereditaments;*) and all and singular other the Premises herein before mentioned or intended to be by her the said *E. J.* hereby released, with their and every of their Appurtenances, unto the said *T. B.* his Heirs and Assigns, to the only proper Use and Behoof of the said *T. B.* his Heirs and Assigns for ever. (*Covenant here to the said T. B. that the said E. J. has not done any Act to incumber the Premises. Vid. Tit. Covenant.*) **And this Indenture further witnesseth**, that in Consideration of the said Sum of—so paid by the said *T. B.* to the said *E. J.* in Discharge of all Monies so due to her by Virtue of her said recited Security as aforesaid, and also in Consideration of the said Sum of—so now due from the said *J. D.* to the said *T. B.* by Virtue of the said recited Security as aforesaid, and also for and in Consideration of the said further Sum of—of lawful Money of *Great Britain*, to the said *J. D.* in Hand well and truly paid by the said *T. B.* at or before the Sealing and Delivery of these Presents, the Payment and Receipt of which said several Sums of—and—so now paid, due and owing, in Manner as aforesaid, (amounting in the Whole to the said Sum of—Purchase Monies,) he the said *J. D.* doth hereby acknowledge, and thereof, and of and from every Part and Parcel thereof, doth acquit, release, exonerate, and for ever discharge the said *T. B.* his Heirs, Executors and Assigns, and every of them by these Presents, (which said Sum of—is by him the said *J. D.* hereby agreed and declared to be in full for the complete and absolute Purchase of the herein before and after released (*Messuages, Lands, Tenements, Hereditaments and Premises;*) and of all his the said *J. D.* his Estate, Right, Title, Interest, Equity and Benefit of Redemption whatsoever, of, in and to the same) and for divers other good and valuable Causes and Considerations him thereunto especially moving, **He** the said *J. D.* (in Pursuance and Performance of his said recited Agreement, **Doth** granted, bargained, sold, aliened, remised, released and confirmed, and by these Presents **Doth** freely, clearly and absolutely grant, &c. unto the said *T. B.* (in his actual Possession now being by Virtue of the herein before mentioned Indenture of Bargain and Sale, bearing Date the Day next before the Day of the Date of these Presents)

sents) and to his Heirs and Assigns, *All* those the said — (*the Parcels*) together with all and every the Deeds, Evidences and Writings whatsoever, touching or concerning the same Premises, which he the said *J. D.* hath in his Custody or Power, or can or may come by without Suit in Law or in Equity; **To have and to hold** the said (*several Messuages and Tenements, Lands, Hereditaments*) and all and singular the Premises herein before mentioned and intended to be by him the said *J. D.* granted and released, with their and every of their Appurtenances, unto the said *T. B.* his Heirs and Assigns; **To the only Use** and Behoof of the said *T. B.* his Heirs and Assigns for ever, freed and absolutely acquitted, exonerated, and for ever discharged of and from the several Provisoies in the said Indentures of Release of the — Day of — and the — Day of — contained for Redemption of the said several Premises, and of and from all other Right, Equity, Power and Benefit of Redemption whatsoever, of him the said *J. D.* and his Heirs, of, in and to the said hereby granted and released Hereditaments and Premises, and every Part and Parcel thereof. (*Covenants, That J. D. has done no Act to incumber the Premises; and that the said E. J. and J. D. or one of them has good Right to grant, &c. for quiet Enjoyment; free from Incumbrances; for further Assurance; and then a Declaration of the Uses to T. B. Vid. Tit. Covenants.*) **In Witness, &c.**

Lease and Release, being a Conveyance to alter the Property, &c.

THIS Indenture made, &c. **Between** *W. W.* of, &c. Gent. Son and Heir of *W. W.* late of, &c. Esq; deceased, *J. W.* of, &c. and *C. W.* Spinster, only Daughter of the said *J. W.* of the one Part, and *I. M.* of, &c. of the other Part, **Witnesseth**, that for and in Consideration of the Sum of 5 s. of, &c. to the said *W. W.* and *C. W.* in Hand paid by the said *I. M.* ar, &c. the Receipt, &c. **They** the said *W. W.* *J. W.* and *C. W.* **Have**, and each of them **hath** granted, released and confirmed, and by these presents **Do**, and each of them **Doth**, &c. unto the said *I. M.* (in her actual Possession, &c.) and to her Heirs and Assigns, **All** and singular the Messuages, Lands, Tenements, Hereditaments and Real Estate, whatsoever and wheresoever, to which they the said *W. W.* Party hereto, *J. W.* and *C. W.* or either of them, are seised of or interested in, in Possession, Reversion, Remainder or Expectancy, by Virtue of or under the last Will and Testament of the said *W. W.* deceased, bearing Date the 22d Day of *March*, &c. and the Reversion, &c. and all the Estate, &c. **To have and to hold** the said Messuages, Lands, Tenements, Hereditaments, Real Estate and Premises, with the Appurtenances, unto the said *I. M.* her Heirs and Assigns, **To the only proper Use** and Behoof of the said *I.* her Heirs and Assigns for ever. **And this Indenture further witnesseth**, that for and in Consideration of the like Sum of 5 s. by the said *I. M.* paid to the said *W. W.* Party hereto, *J. W.* and *C. W.* at or before the Sealing and Delivery thereof, the Receipt whereof is hereby acknowledged, they the said *W. W.* Party hereto, *J. W.* and *C. W.* **Have**, and each of them **hath** bargained, sold, assigned, transferred and set over, and by these Presents **Do**, and each of them **Doth**, &c. unto the said *I. M.* her Executors, Administrators and Assigns, **All** and singular the Goods, Chattels, Personal Estate, Monies and Effects whatsoever and wheresoever, late of the said *W. W.* deceased, and to which they the said *W. W.* Party hereto, *J. W.* and *C. W.* or either of them, is or are, or shall or may be possessed of, interested in or intituled unto, by Virtue of or under the said last Will and Testament of the said *W. W.* deceased; **And** all the Estate, Right, Title, Interest, Trust, Property, Possession, Claim and Demand whatsoever, both at Law and in Equity, of them the said *W. W.* Party hereto, *J. W.* and *C. W.* or either of them, of, in, to or out of the said hereby assigned Premises, and every Part and Parcel thereof; **To have and to hold** the said Goods, Chattels, Personal Estate, Monies and Effects herein before assigned, or mentioned or intended so to be, with their and every of their Appurtenances, from henceforth, unto the said *I. M.* her Executors, Administrators and Assigns, to her and their own proper Use and Benefit. **In Witness, &c.**

Release from an Executor and Devisee in Trust, and the Heir of the Testator, for the same Consideration as is mentioned to be paid by the Purchaser in an Assignment of a Mortgage Term, in Trust for him.

THIS Indenture Tripartite, made, &c. **Between** *A.* of — Executor of the last Will and Testament, and also Devisee of *B.* late of — deceased, of the first Part, *C.* of — Brother and Heir of the said *B.* deceased, of the second Part, and *D.* of the third Part, **Witnesseth**, that for and in Consideration of, &c. paid by the said *D.* by the Direction of the said *A.* unto *E.* of — (*the Consideration of one Indenture of Assignment Tripartite, bearing Date, &c. and made between the said E. of the first Part, and the said D. and — Trustee, of the third Part*) being in full of the Sum agreed for the absolute Purchase

chafe of the Premises hereunder granted, and for and in Consideration of the Sum of 5s. a-piece, of, &c. to them the said A. and C. in Hand, &c. the Receipt, &c. they the said A. and C. **Have** granted, &c. and by, &c. unto the said D. (in the actual Possession, &c.) and to the Heirs and Assigns of the said D. for ever, **All** thar, &c. and the Reversion, &c. and all the Estate, &c. together with all and singular Deeds, &c. **To have and to hold**, &c. (as usual): **And**, &c. (Covenant from A. that notwithstanding any Act of him or B. deceased, he is seised in Fee; and hath good Right to grant; and that D. shall peaceably enjoy, free from Incumbrances) excepting the Assignment of the Residue of a Term of 1000 Years of E. of — by the Direction of the said A. to — Trustee for the said D. **And lastly**, &c. (that A. his Heirs, and all others, &c. claiming, &c. except the said — Trustee for the said D. shall make further Assurance, to enure to the Purchaser. Vid. Tit. **Covenants**). **In Witness**, &c.

Release from one going beyond Sea, of the fifth Part of Lands expectant on the Determination of an Estate for Life, to Trustees, in Trust to sell for the Benefit of the Releasor.

THIS Indenture made, &c. **Between** A. of — Son of B. late of — deceased, of the one Part, and C. Widow and Relict of the said B. the Father, and D. of — of the other Part. **Whereas**, &c. (Recital of a Deed whereby the Vendor was intitled to a Part of the Premises): **And whereas** the said A. intendeth to reside for some Time beyond the Seas: **Now this Indenture witnesseth**, that to and for the End, Intent and Purpose, that the said C. and D. and the Survivor of them, and the Heirs and Assigns of such Survivor, may sell and dispose of one fifth Part of and in the said Manor, &c. limited, appointed and belonging to him the said A. and in Consideration of 5s. of lawful, &c. to him the said A. in Hand, at, &c. by the said C. and D. well and truly paid, the Receipt whereof, &c. and for other good Considerations him thereunto moving, he the said A. **hath** granted, bargained, sold, aliened, released and confirmed, and by, &c. unto the said C. and D. (in the actual Possession, &c.) and to their Heirs, the one full and equal fifth Part, &c. and the Reversion, &c. and all the Estate, &c. **To have and to hold** the said one full and equal fifth Part of and in the said — unto the said C. and D. and their Heirs and Assigns, to and for the Use and Behoof of the said C. and D. their Heirs and Assigns for ever. (Add Covenant from the Vendor, that he is seised in Fee, expectant on the Death of F. that the Premises are free from Incumbrances, and for further Assurance. Vide Tit. **Covenant**.) **In Witness**, &c.

Release of Lands, &c. from the Husband and Wife and their eldest Son, to a Father and his Son, and the Heirs of the Father, with proper Covenants, and the Son's Declaration of his Name being used in Trust for his Father in the Purchase, and that will convey as his Father shall direct.

THIS Indenture made &c. **Between**, A. of, &c. and B. his Wife, and C. Son and Heir apparent of the said A. of the one Part, and D. of, &c. and E. Son of the said D. of the other Part, **Witnesseth**, that for and in Consideration of the Sum of — of lawful, &c. to the said A. and B. his Wife, and C. in Hand by the said D. well and truly paid, and in Consideration of 5s. of like Money to the said A. and B. his Wife, and C. in Hand likewise paid, at or, &c. by the said E. the Receipt, &c. the said A. and B. his Wife, and C. do hereby severally acknowledge, and themselves to be therewith, &c. and thereof, &c. acquit, &c. the said D. and E. their Heirs, Executors, Administrators and Assigns for ever, by these Presents, they the said A. and B. his Wife, and C. **Have**, and either and every of them **hath** granted, &c. and by, &c. **Do**, &c. fully and absolutely grant, &c. unto the said D. and E. (in the actual Possession, &c. by Force and Virtue, &c. made by the said A. in Consideration of 5s. a-piece, &c.) and to the Heirs and Assigns of the said D. and E. for ever, **All**, &c. and the Reversion, &c. and also all the Estate, &c. of them the said A. and C. either or any of them, or of any other Person or Persons in Trust for them, or any of them, or for their or either of their Use or Uses, of, in, to or out, &c. together with all and singular Deeds, &c. **To have and to hold**, &c. unto the said D. and E. their Heirs and Assigns for ever, to and for the only proper Use and Behoof of the said D. and of his Heirs and Assigns for ever. (Covenant from A. and C. to D. that A. B. and C. shall levy a Fine to D. and E. to the Use of D. and his Heirs and Assigns for ever. From A. to D. that A. and C. are lawfully seised in Fee-simple or Fee-tail without any Remainder, &c. and that they have Power to convey; and that the said D. and E. and the Heirs and Assigns of D. shall peaceably enjoy, free from Incumbrances; and that A. and C. shall make further Assurance which shall endure to the Use of D. and his Heirs and Assigns. Vide Tit. **Covenants**.) **And** the said E. doth hereby for him-

himself, his Heirs and Assigns, acknowledge and declare, that his Name is used in these Presents, and in the before mentioned Bargain and Sale, bearing Date the Day next before the Day of the Date of these Presents, in Trust and for the only proper Use and Behoof of the said D. his Heirs and Assigns; and that the said Sum of — the Consideration Money herein before mentioned to be paid by the said D. for the Purchase of the said Premises, was the proper Monies of, and was paid by the said D. and that he the said E. his Heirs and Assigns, will at any Time hereafter, at the Request of the said D. his Heirs and Assigns, convey and assure the said Premises herein before granted, sold and conveyed, and every or any Part thereof, and all his or their Right, Title, Claim and Demand, of, in and to the same, by Virtue of these Presents, unto the said D. his Heirs and Assigns, or unto such other Person or Persons, and for such Use and Uses as he or they shall direct and appoint. **In Witness, &c.**

Release from a Husband and Wife, of the Wife's Land in Expectancy, to a Father and Son and their Heirs, with a Declaration from the Son that his Name was used in Trust, and that the Purchase Money was paid by the Father.

THIS Indenture, made, &c. **Between** A. of — and B. his Wife, Daughter and only Child of C. late of — deceased, who was Brother of D. late of — deceased, of the one Part, and E. of — and F. Son of the said E. of the other Part, **Witnesseth**, that, &c. of — l. &c. to the said A. and B. his Wife, &c. by the said E. well, &c. and of 5 s. &c. by the said F. the Receipt, &c. the said A. and B. **Have, &c.** and by, &c. unto the said E. and F. (in the actual, &c.) and to the Heirs and Assigns of the said E. and F. for ever, **All** that, &c. (which Premises are bought and purchased by the aforesaid D. deceased, and descended and came to the said B. Wife of the said A. as next Heir of G. her Cousin deceased, who was Nephew and Heir of the aforesaid D. deceased); **To have and to hold, &c.** unto the said E. and F. their Heirs and Assigns for ever, to and for the only proper Use and Behoof of the said E. and F. and of their Heirs and Assigns for ever. (*Covenants from A. for himself and Wife to levy a Fine, that A. and B. are lawfully seised in Fee simple, for the Use of said A. and B. and the Heirs and Assigns of said B. immediately expectant on the Death of H. now Wife of J. and formerly Wife of G. deceased, without any Remainder, &c. and have Right to grant; that E. and F. shall peaceably enjoy; free from Incumbrances; and that A. and B. will make further Assurances, &c. Vide. Tit. Covenants*). **And** it is hereby declared and acknowledged by the said F. for him, his Heirs and Assigns, that his Name is used in these Presents, in Trust only, and to and for the Use and Behoof of the said E. his Heirs and Assigns, and that the said — l. the Consideration Money paid for the Purchase of the Premises, was his proper Monies. **In Witness, &c.**

Release from Husband and Wife, their Children and a Trustee, of Part of Lands settled to Uses, pursuant to a Power in the Settlement.

THIS Indenture Tripartite, made, &c. **Between** A. (Husband) of — Son and Heir of B. late of — deceased, and also Nephew and Heir of C. late of — deceased, and F. the Wife of the said A. and D. (the Trustee) of — of the first Part, G. of — Son and Heir apparent of the said A. H. of — J. of — K. of — L. of — and M. of — (which said G. H. J. K. L. and M. are the Children of the said A. by the said F. his Wife), of the second Part, and E. of — of the third Part, **Witnesseth**, that for and in Consideration of the Sum of — of, &c. to the said A. and F. his Wife in Hand, &c. by the said E. well and truly paid, (being the Sum agreed, &c.) and in Consideration of 10 s. a-piece of like Money to the said D. G. H. &c. in Hand, &c. by the said E. likewise well and truly paid, the Receipt, &c. the said A. and F. his Wife, and likewise the said D. G. H. &c. **Have, and** each of them **Doth** granted, &c. and by these presents **Do**, and each of them **Doth** fully and absolutely grant, &c. unto the said E. (in the actual Possession, &c. by Virtue of, &c. to him thereof made by the said A. and D. in Consideration of, &c. by Indenture, &c. and by Force, &c.) and to the Heirs, &c. **All** that, &c. and the Reversion, &c. and all the Estate, &c. whatsoever in Law and Equity of them the said A. and F. his Wife, D. G. H. &c. or any of them, or of any other Person, &c. together with all and singular Deeds, &c. **To have and to hold, &c.** (*Covenant from the Husband for himself and Wife, and from the Children, that they will levy a Fine. From the Husband, that notwithstanding any Act of his Father or Uncle, he and D. his Son are lawfully seised; and that he, his Wife and Children, have Power to convey, free from Incumbrances, and for further Assurance; and from D. the Eldest Son, that he has not incumbered*). **In Witness, &c.**

Release from a Father and his Eldest Son of several Messuages, &c. in Consideration of Mortgage Money paid off, &c. with Exceptions of several Things to be assigned for the Benefit of the Purchasor.

THIS Indenture made, &c. Between A. of — and B. Eldest Son and Heir apparent of the said A. by C. his Wife, deceased, of the one Part, and D. of — of the other Part, **Witnesseth**, that for and in Consideration, &c. (Of Mortgage Money paid off, see Tit. **Consideration**) and in Consideration of a Sum of, &c. to the said A. and B. in Hand also paid, &c. the Receipt and Payment of which said Sums of, &c. which said several Sums of — and — make in all the Sum of — and are so paid as aforesaid, for the absolute Purchase of the Freehold and Inheritance of the Messuages, or Tenements and Premises herein after mentioned, they the said A. and B. **Have**, and either of them **hath** granted, &c. and by, &c. **Do**, &c. fully and absolutely grant, &c. unto the said D. (in his actual Possession, &c.) and to the Heirs and Assigns of the said D. for ever, **All** that, &c. and the Reversion, &c. and also all the Estate, &c. together with all and singular the Deeds, &c. (Vide Tit. **Parcels**); **To have and to hold** the said Messuages, &c. and all and singular other the Premises herein before, &c. (as usual.) (Warranty from the Father and Son, Vide Tit. **Warranty**. Covenant that the Vendors are seised in Fee, and have Power to grant, and that the Purchasor shall quietly enjoy, free from Incumbrances, except, &c. which is assigned for the Benefit of the Purchasor. Vide Tit. **Exceptions**, and a Covenant for further Assurance.) **In Witness**, &c.

Release from two Persons seised of an Estate in Fee, subject to a Mortgage, to Trustees, to be sold, and the Money to pay off the Mortgage, and the Surplus to be to such Uses as the Premises were before liable to.

THIS Indenture Tripartite, made, &c. Between W. W. of, &c. and B. M. of, &c. of the first Part, N. J. of, &c. and W. D. of, &c. of the second Part, and W. J. of, &c. and W. V. of, &c. of the third Part. **Whereas** the said W. W. and B. M. stand seised to them and their Heirs of and in the Capital Messuage, &c. **And whereas** the said Premises are mortgaged to the said N. J. and W. D. for 500 l. **Now this Indenture witnesseth**, that for the better securing and speedier raising the said Mortgage Debt of 500 l. and all Interest due or to grow due for the same, and in Consideration of the Sum of 10 s. of, &c. to the said W. W. and B. M. in Hand paid by the said W. J. and W. V. at, &c. and for other, &c. **They** the said W. W. and B. M. by the Direction and Appointment of the said N. J. and W. D. testified, &c. **Have**, and each of them **hath** bargained, sold, assigned, released and confirmed, and by, &c. unto the said W. J. and W. V. (in their actual, &c. **All** that, &c. and the Reversion, &c. and all the Estate, &c. **To have and to hold** the said Capital Messuage, &c. unto the said W. J. and W. V. their Heirs and Assigns, to the only Use and Behoof of the said W. J. and W. V. their Heirs and Assigns for ever, **On** the Trusts and Confidences, and to the Ends, Intents and Purposes herein after mentioned, (that is to say) upon Trust that they the said W. J. and W. V. and the Survivor of them, and the Heirs of such Survivor, shall and do, as soon as conveniently may be, sell the said, &c. hereby bargained and sold, or intended so to be, and by and out of the Money arising by such Sale, in the first Place, pay off and discharge the said mortgaged Debt of 500 l. and all Interest due or to grow due for the same, together with the Costs, Charges, Damages and Expences of the said N. J. and W. D. and after Payment thereof, on the further Trust, to pay the Residue of the Money arising by such Sale; the said Trustees Charges and Expences, occasioned by the Trust in them reposed, being first deducted, to such Person and Persons, and to such Use and Uses, and on such Trusts, as the said Premises hereby bargained and sold were liable to, at and before the Execution of this present Conveyance; **And**, &c. (A Covenant for peaceable Enjoyment on the Trusts aforesaid). **In Witness**, &c.

Release from a Debtor to one of his Creditors, in Trust for the Releasee and the Rest of the Creditors, towards Payment of the Releasee's Debts.

THIS Indenture made, &c. Between A. of — (Releasee) of the one Part, and B. of — (the Releasee) of the other Part, **Witnesseth**, that towards the Payment and Satisfaction of the several Debts and Sums of Money which the said A. oweth to his Creditors, mentioned in certain Indentures Tripartite, bearing even Date with these Presents, made between the said A. of the first Part, and the said B. &c. and for and in Consideration of 5 s.

of lawful, &c. to the said *A.* in Hand, at, &c. by the said *B.* well and truly paid, the Receipt, &c. he the said *A.* **Doth** bargained, sold, aliened, intossed, released and confirmed, and by, &c. doth fully and absolutely grant, &c. unto the said *B.* (now being in the actual Possession of the Premises herein after mentioned, by Force, &c.) and to the Heirs and Assigns of the said *B.* for ever, **All** that, &c. **To have and to hold** unto the said *B.* his Heirs and Assigns, to and for the only proper Use and behoof of the said *B.* and of his Heirs and Assigns for ever; **In Trust** nevertheless for the Purpose declared and mentioned in the before mentioned Indenture *Tripartite*, bearing even Date with these Presents. (**Covenants**, that the said *A.* is seised in Fee; that Right to convey; that *B.* may quietly enjoy; and that *A.* will make further Assurance, to the Use of *B.*) **In Witness**, &c.

Release from the above Creditor and Trustee, with the Consent of the other Creditors, to a Purchaser.

THIS Indenture Tripartite, made, &c. **Between** *B.* of ——— (*the Creditor and Trustee, and now the Releasor*) of the first Part, *C. D. E. F. and G.* (*the other Creditors*) of the second Part, and *H.* of ——— (*the Purchaser*) of the third Part. **Whereas** by Indenture of Lease and Release, the Lease bearing Date the, &c. and the Release the, &c. and made, or, &c. between *A.* of ——— of the one Part, and the said *B.* of the other Part, the said *A.* towards Payment and Satisfaction of the several Debts and Sums of Money which he owed to his Creditors, mentioned in certain Indentures *Tripartite*, bearing even Date with the said recited Indenture of Release, made *Between* the said *A.* of the first Part, the said *B.* (by the Name of, &c.) one of the Creditors of the said *A.* and Trustee named and appointed for the Purposes herein after mentioned, of the second Part, and the said *C. &c.* Creditors also of the said *A.* of the third Part, and in Consideration of, &c. **Did** grant, &c. unto the said *B.* &c. **All** that, &c. **To have and to hold**, &c. **In Trust** nevertheless, and for the Purposes in the before mentioned Indenture *Tripartite*, bearing even Date with the said recited Indenture of Release declared and expressed, (that is to say) **Upon Trust**, and to the Intent and Purpose, that the said *B.* his Heirs, &c. should with all convenient Speed sell and dispose of the said Premises (among other Things) for the most Advantage of all the said Creditors of the said *A.* that he or they could; **And upon further Trust**, that after Deduction of all necessary Charges and Expences, as well in and about the Sale of the said Premises, and other Charges relating to the Execution of the Trusts in them reposed, he the said *B.* his Heirs, &c. do distribute and divide the Remainder of the Monies which should arise and be received by, from or in respect of the said Premises, to himself, and to and amongst the Rest of the said Creditors of the said *A.* Parties to the before recited or mentioned Indenture *Tripartite*, in Proportion according to the several Debts to him and them respectively due and owing, mentioned in the Schedule thereunto annexed, or according to the Account of the said Debts, as the same should be proved and appear to be, for and in full Payment and Satisfaction of the said several Debts due and owing to them as aforesaid, or to that Effect, as by the said recited Indentures of Lease and Release, and Indenture *Tripartite*, Relation, &c. **Now this Indenture witnesseth**, that for and in Consideration of ——— of lawful, &c. to the said *B.* in Hand, at, &c. by the said *H.* well and truly paid, (by and with the Consent, Direction and Appointment of the said *C. D. E. F. and G.* testified by their being Parties to, and Signing and Sealing these Presents) which said Sum of ——— is the same Sum of Money which is mentioned to be the Consideration of a certain Writing or Assignment under the Hand and Seal of the said *B.* and the said *C. D. &c.* bearing even Date with these Presents, indorsed on an Indenture of Demise under the Hand and Seal of the said *A.* bearing Date, &c. the Receipt, &c. and in Pursuance of the Trust in him the said *B.* reposed as aforesaid, he the said *B.* **Doth** granted, &c. and by these Presents, by and with the like Consent, Direction and Appointment of the said *C. D. &c.* testified as aforesaid, **Doth** fully, &c. unto the said *H.* (now being in the actual Possession, &c. by Force, &c. made by the said *B.* for the Consideration of *ss.* by Indenture *Tripartite*, &c. (*between the same Parties*), and to the Heirs of the said *H.* for ever, **All** that, &c. and all and singular other the Premises, in and by the said recited Indentures of Lease and Release, mentioned and intended to be granted, bargained, sold, released and confirmed to the said *B.* his Heirs and Assigns as aforesaid, with the Appurtenances, and every Part and Parcel thereof, and the Reversion, &c. and also all the Estate, &c. of him the said *B.* of, in, &c. by Force, Virtue or Means of the said recited Indentures of Lease and Release, or by any other Ways, &c. together with the said recited Indentures of Lease and Release, and all other Deeds, **To have and to hold** the said ——— and all other the Premises herein before, &c. (*as usual*); **And**, &c. (*Covenant that the Trustee has not incumbered, and to make further Assurance, to the Use of the Purchaser. Vide Tit. Covenants*). **In Witness**, &c.

Part of a Draught of a Release and Assignment of Freehold and Leasehold Estates to Trustees, to pay 50 l. per Ann. until a Debt of 400 l. paid.

THIS Indenture, &c. — And whereas the said *T. W.* is justly indebted to the said *W. H.* in the Sum of 400 l. of, &c. and for making a Provision for Repayment thereof, the said *M. W.* hath consented and agreed that the said *W. H.* and *G. P.* shall convey and assign the said Freehold and Leasehold Premises unto the said *A.* and *B.* upon the Trusts, and to and for the Intents and Purposes, and with, under and subject to the Proviso, Covenants and Agreements herein after mentioned and expressed touching and concerning the same: **Now this Indenture witnesseth,** that as well for the Consideration, and to and for the Intents and Purposes aforesaid, as also for and in Consideration of the Sum of 5 s. a-piece of, &c. in Hand well and truly paid to the said *W. H.* and *G. P.* by the said *A.* and *B.* at, &c. the Receipt, &c. they the said *W. H.* and *G. P.* (at the special Instance and Request, and by and with the Consent, Direction and Appointment of the said *M. W.* and *T. W.* her Husband, testified by their being Parties to, and Executing of these Presents) **Have,** and each of them **hath** bargained, sold, released and confirmed, and by these Presents **Do,** and each of them **Doth,** &c. unto the said — (in their actual Possession now being, &c.) and to their Heirs and Assigns, **All** those the said Freehold Messuages, &c. and the Reversion, &c. and all the Estate, &c. **To have and to hold** the same Freehold Messuages, or Tenements and Premises, and every Part and Parcel thereof, with the Appurtenances, unto the said *A.* and *B.* their Heirs and Assigns, **To the Use** and Behoof of the said *A.* and *B.* their Heirs and Assigns, during the natural Life of the said *M. W.*, and no longer, upon the Trusts, and for the Intents and Purposes, and with and under and subject to the Proviso, Covenants and Agreements herein after mentioned and declared touching and concerning the same: **And this Indenture further witnesseth,** that the said *W. H.* and *G. P.* for the same Considerations, and to and for the same Intents and Purposes, and at and by the same Instance and Request, Consent and Appointment as aforesaid, **Have** and each of them **hath** bargained, sold, assigned, transferred and set over, and by these Presents **Do,** and each of them **Doth,** &c. unto the said *A.* and *B.* their Executors, Administrators and Assigns, **All** that the said Leasehold, &c. and all the Estate, &c. of them the said *W. H.* and *G. P.* or either of them, of, in, to, or out of the same Premises, and every or any Part or Parcel thereof; **To have and to hold** the same Leasehold Messuages, or Tenements and Premises, and every Part and Parcel thereof, with the Appurtenances, unto the said *A.* and *B.* their Executors, Administrators and Assigns, from henceforth for and during all the Rest, Residue and Remainder of the said Term of 61 Years thereof demised as aforesaid, yet to come and unexpired, under and subject to the said reserved yearly Rent of 6 l. payable for the same as aforesaid, upon the Trusts, and to the Intents and Purposes, and with, under and subject to the Proviso, Conditions and Agreements herein after mentioned, touching and concerning as well the said Freehold as Leasehold Premises; (that is to say) **Upon Trust,** in the first Place, that they the said *A.* and *B.* or the Survivor of them, or the Heirs, Executors or Administrators of such Survivor, do and shall pay or cause to be paid unto the said *W. H.* his Executors, Administrators or Assigns, by and out of the Rents, Issues and Profits of the said respective Premises, the yearly Rent or Sum of 50 l. of, &c. by equal half-yearly Payments, at *Lady-Day* and *Michaelmas-Day* in every Year, until the said respective Principal Sums of 200 l. and 200 l. so due to the said *W. H.* as aforesaid, shall be fully paid and satisfied, with proportionable Interest for the same from henceforth, (in case the said *M. W.* shall happen to live so long, and not otherwise); the first of the half-yearly Payments of the said yearly Rent or Sum of 50 l. to begin and to be made upon *Michaelmas-Day* next ensuing the Date of these Presents, without any Deduction or Abatement whatsoever out of any or either of such half-yearly Payments, for or in Respect of any Taxes, Charges or Impositions whatsoever; **And** in the next Place, do and shall permit and suffer the said *M. W.* to take, receive and enjoy all the Rest and Residue of the Rents, Issues and Profits of the said Freehold and Leasehold Premises, (over and above the said yearly Payments of 50 l. unto the said *W. H.* as aforesaid) and all the Rents, Issues and Profits of the same Premises, from and immediately after Payment and Satisfaction of the said Principal Sum of 400 l. by 50 l. a Year as aforesaid, for her sole Use, Benefit and Behoof, during the Term of her natural Life, according to the said Will of the said *W. H.* without the Power and Controul of the said *T. W.* her Husband, and that her Receipts only shall from Time to Time be a sufficient Discharge for the same: **Provided always,** and it is hereby declared and agreed by and between all and every the Parties to these Presents, and the true Intent and Meaning of them, and every of them, and of these Presents, is and are, that in case the said *M. W.* shall happen to die before the said Principal Sum of 400 l. shall be fully paid and satisfied by such yearly Payments as aforesaid;

or

or in case the said Sum of 400 l. shall be fully paid and discharged by such yearly Payments as aforesaid; or in case the said Sum of 400 l. shall be fully paid and discharged in the Lifetime and before the Decease of the said *M. W.* then and in either of the said Cases, and immediately upon and after such Death or Payment as aforesaid, these Presents, and every Clause, Matter and Thing herein contained, shall cease, determine, and be utterly void, to all Intents and Purposes whatsoever; And then and in either of the said Cases, they the said *W. H.* and *G. P.* or the Survivor of them, and the Heirs, Executors and Administrators of such Survivor, shall stand seised and possessed of and in the said Freehold and Leasehold Premises, and every Part and Parcel of them respectively, with the Appurtenances, upon such Trusts and to and for such Uses, Behoofs, Intents and Purposes, as are mentioned and declared, touching and concerning the same in and by the said recited Will of the said *W. H.* any Thing herein contained to the contrary thereof in any wise notwithstanding; And the said *M. W.* doth hereby impower, direct and appoint the said *A.* and *B.* and the Survivor of them, and the Heirs, Executors and Administrators of such Survivor, to pay the said yearly Sum of 50 l. by and out of the Rents and Profits of the said respective Premises, unto the said *W. H.* his Executors, Administrators or Assigns, until the said Principal Sum of 400 l. shall be fully paid and satisfied, (in case he shall happen to live so long) according to the true Intent and Meaning of these Presents; And the said *W. H.* (*done no Act to incumber the Premises; the like Covenant from P.*) In Witness, &c.

Trustees Conveyance of their Trust to new Trustees, upon the same Trust as before, being very particular and special Conveyance, and drawn and approved of by several eminent Counsel.

Recital of first Settlement of Mrs. *M.* before her Marriage, of all her Real and Personal Estate.

Parcels.

Habendum, to and to the Use of Trustees upon several Trusts, viz. to pay the Rents to her during Life for her separate Use and Benefit; afterwards

THIS Indenture Tripartite made, &c. Between *R. M.* of, &c. Gent. and *P.* his Wife, (formerly the Widow and Relict of *T. S.* late of, &c. Esq; deceased) of the first Part, *E. B.* of, &c. and *C. H.* of, &c. of the second Part, and *R. M.* of, &c. Gent. and *J. H.* of, &c. Gent. of the third Part. **Whereas** by Indentures of Lease and Releases bearing Date on or about the 17th and 18th Days of September 1711. the said Release being Tripartite, and made or mentioned to be made between the said *P. M.* (by her then Name of *P. S.*) of the first Part, the said *R. M.* of the second Part, and the said *E. B.* and *C. H.* of the third Part, (reciting that a Marriage was then intended to be had and solemnized between the said *P.* and the said *R. M.* and that the said *R. M.* by Virtue of the said then intended Marriage, would be now intitled to a considerable Fortune with the said *P.* over and besides the Real and Personal Estate of the said *P.* therein after mentioned and intended to be thereby conveyed, assigned and settled, to and upon the several Uses, Trusts, Intents and Purposes therein and herein after mentioned and expressed) **In Consideration** of the then intended Marriage, and for other Considerations therein mentioned, the said *P.* (with the Consent, good Liking and Approbation of the said *R. M.*) did grant, release and confirm unto the said *R. B.* and *C. H.* and their Heirs, All those two undivided third Parts, the whole into three equal Parts to be divided, of all, &c. (which said Messuages, Farms, Lands and Hereditaments, were late the Estate and Inheritance of *H. A.* Gent. deceased, late Father of the said *P.*) and all other the Freehold Messuages, Lands, Tenements and Hereditaments whatsoever of her the said *P.* situate, lying and being in the County of *T.* To hold unto the said *E. B.* and *C. H.* and their Heirs, To the Use of the said *P.* and her Heirs, until the Solemnization of the said then intended Marriage; and from and after the Solemnization thereof, then to the Use and Behoof of the said *E. B.* and *C. H.* and their Heirs, for and during the natural Life of the said *P.* Upon Trust, and to the Intent and Purpose, that they the said *E. B.* and *C. H.* and the Survivor of them, and his Heirs, should pay and dispose of the Rents, Issues and Profits of all and singular the said Premises, from Time to Time, as they should be received, unto the said *P.* during the Term of her natural Life, to be paid unto her own proper Hands, or to such Person or Persons, as she by any Note or Notes, Writing or Writings to be by her signed, should from Time to Time appoint; the same to be paid for the separate and peculiar Use and Benefit of the said *P.* and not to be liable to the Debts, Engagements, Incumbrances or Controul of the said *R. M.* and that the Receipts or Acquittances of the said *P.* by her signed with her own proper Hand, (notwithstanding her then intended Coverture with the said *R. M.*) or of such Person or Persons by her to be appointed as aforesaid to receive the same, should be from Time to Time sufficient to discharge the said *E. B.* and *C. H.* their Heirs, Executors, Administrators and Assigns, and the Tenant and Tenants for the Time being of the said Premises, of and for the said Rents, Issues and Profits of the Premises, or so much thereof as should be thereby from Time to Time, and at all Times, acknowledged to be received from them or any of them, their or any of their Heirs, Executors, Administrators or Assigns; And from and

after the Death of the said *P.* To the Use of such Person and Persons, and for such Estate and Estates, as the said *P.* (whether Covert or Sole, and notwithstanding her Coverture) by any Deed or Deeds, Writing or Writings to be by her sealed and delivered in the Presence of two or more Witnesses, or by her last Will and Testament in Writing, or any Writing purporting her last Will to be by her published, signed and sealed in the Presence of three or more Witnesses, should limit, direct and appoint; and for want of such Limitation, Direction or Appointment, and until such Direction, Limitation or Appointment should be made, and until such Estate and Estates so limited, directed or appointed, should respectively commence and take Effect, and as such Estate or Estates so limited, directed or appointed, should respectively end and determine; and as to such Parts thereof, whereof no Limitation, Direction or Appointment should be made, to the Use and Behoof of the right Heirs of the said *P.* for ever. And it is by the said recited Indenture of Release further recited, that the said *P.* was possessed of and interested in a certain Messuage or Tenement, Farm and Lands, with their Appurtenances, situate, lying and being in *M.* in the said County of *T.* for the Remainder of a certain Term of 21 Years then to come, by Virtue of one Indenture of Demise and Lease thereof, made and granted by, &c. unto the said *T. S.* in his Life-time; *It is by the said Indenture of Release further witnessed,* that for the Considerations therein mentioned, the said *P.* (by and with the Consent, good Liking and Approbation of the said *R. M.*) Did bargain, sell, assign, transfer and set over unto the said *E. B.* and *C. H.* their Executors, Administrators and Assigns, All the said Leasehold Messuage or Tenement, Farm and Lands, with the Appurtenances, situate, lying and being in *M.* aforesaid, and every Part and Parcel thereof, and all and singular other the Premises, in and by the said Indenture of Lease demised by the said, &c. unto the said *T. S.* as aforesaid; To hold unto the said *E. B.* and *C. H.* their Executors, Administrators and Assigns, from henceforth for and during all the Rest and Residue of the said Term of 21 Years then to come and unexpired, and for and during any other Term or Terms for Years, which she the said *P.* had or was intitled unto the said Leasehold Premises, or any Part thereof, subject to the several Trusts, and to the Intents and Purposes therein after expressed and declared concerning the same, viz. In Trust that they the said *E. B.* and *C. H.* their Executors, Administrators and Assigns should from Time to Time, raise so much Money out of and by the Rents and Profits of the same Leasehold Premises, as should be requisite for the Payment of the Fines, for the renewing from Time to Time of the said therein and herein before in Part recited Indenture of Lease, and the same to be renewed at the End of every seven Years, to be computed from the Commencement of the said in Part recited original Indenture of Lease, or within any shorter Time, at the Direction of the said *E. B.* and *C. H.* and the Survivor of them, his Executors, Administrators and Assigns, and should stand possessed of the said Leasehold Premises, so to be renewed as aforesaid, In Trust for the said *P.* her Executors, Administrators and Assigns, until the Solemnization of the said then intended Marriage; and from and after the Solemnization thereof, Then upon Trust and Confidence, and to the Intent and Purpose, that they the said *E. B.* and *C. H.* and the Survivor of them, his Executors, Administrators and Assigns, should pay and dispose of the Rents, Issues and Profits of the said Leasehold Premises, from Time to Time as they should be received, unto the said *P.* during the Term of her natural Life, to be paid to her own proper Hands, or to such Person or Persons, as by any Note or Notes, Writing or Writings to be by her signed, she should from Time to Time appoint; the same to be paid to her sole, separate, and peculiar Use and Benefit, and not to be liable to the Debts, Engagements, Incumbrances or Controul of the said *R. M.* and that the Receipts or Acquittances of the said *P.* by her signed with her own proper Hand, (notwithstanding her then intended Coverture with the said *R. M.*) or of such Person or Persons by her to be appointed as aforesaid to receive the same, should be from Time to Time sufficient to discharge the said *E. B.* and *C. H.* their Executors, Administrators and Assigns, and the Tenant and Tenants for the Time being of the said Leasehold Premises, of and from the said Rents, Issues and Profits of the same Premises, or so much thereof, as should be thereby, from Time to Time, and at all Times, acknowledged to be received from them, or any of them, their or any of their Executors, Administrators or Assigns respectively; and from and after the Death of the said *P.* Then in Trust for such Person and Persons, and for such Estate and Estates, as the said *P.* (whether Covert or Sole, and notwithstanding her then intended Coverture with the said *R. M.*) by any Deed or Deeds, Writing or Writings to be by her sealed and delivered in the Presence of two or more Witnesses, or by her last Will and Testament in Writing, or any Writing purporting her last Will, to be by her published, signed and sealed in the Presence of three or more Witnesses, should limit, direct or appoint; and for want of such Limitation, Direction or Appointment, and until such Limitation, Direction or Appointment should be made, and until such Estate or Estates so limited, directed or appointed, should respectively commence and take Effect; and as such Estate or Estates so limited, directed or appointed

to the Use of whom, as she by Will or Writing should appoint; and for want thereof, to her own Right Heirs.

Recites her Leasehold Estate,

and that she assigned the same to said Trustees for the Remainder of the Terms,

in Trust in the first Place, to raise Money to renew the Lease, and after to stand possessed in Trust for her, &c. till the Marriage, and afterwards in Trust to dispose the Rents thereof to herself, for her separate Use during her Life, and afterwards

in Trust for such Persons, as she by Deed or Will should appoint, and for want thereof, in Trust for her Executors and Administrators.

Recites her
several Secu-
rities for Mo-
ney.

Habendum for
1000 Years
to D.
Redeemable
on Payment
of 530*l.*

Reciting the
530*l.* unpaid.

P. by Consent
of R. M. af-
figns to E. B.
and C. H.

for the Re-
mainder of
1000 Years,
subject to the
Trusts after
mentioned.

Recites N.P.'s
and W. P.'s
Bond to P.
for 100*l.*

And A. P.'s
Bond to P.
for 159*l.*

and that P.
was possessed
of several
Jewels and
Plate.
The said P.
assigns the said
Bonds, Jewels
and Plate.

to the said
E. B. and
C. H.

In Trust for
the separate
Use of P. as

should respectively end and determine; and as to such Parts thereof, whereof no such Limitation, Direction or Appointment should be made, in Trust for and for the only Benefit and Advantage of the Executors and Administrators of the said P. **And** it is by the said Indenture of Release further recited, that by Indenture of Mortgage, bearing Date on or about the first Day of May, *Esc.* R. D. the Elder of, *Esc.* Gent, and R. D. the Younger, Son and Heir apparent of the said R. D. the Elder, for and in Consideration of the Sum of 500*l.* to them paid by the said P. *Did* grant and demise unto the said P. all those Messuages, Lands, Tenements and Hereditaments, with the Appurtenances, commonly called or known by the Name of N. lying within the Parish of T. in the County of, *Esc.* which were then late the Inheritance of W. B. Esq; deceased, formerly in the Possession of J. D. and then or then late in the Possession of D. D. Widow of the said J. D. *To hold* unto the said P. (then P. S.) her Executors, Administrators and Assigns, from the Date thereof, for and during the Term of 1000 Years from thence next ensuing, at and under the yearly Rent of one Pepper-corn; *In* which said last mentioned Indenture, there is a Proviso contained for the making void the same Indenture on Payment by the said R. D. the Elder, and R. D. the Younger, unto the said P. of the Sum of 530*l.* in Manner, and at the several Days and Times therein limited and appointed for the Payment thereof, and then long since past; *And* reciting that the said Sum of 530*l.* was not paid pursuant to the said Proviso in the said Indenture of Mortgage contained, by Reason whereof the said Term of 1000 Years became absolutely vested in the said P. her Executors, Administrators and Assigns; *It is by the said recited Indenture of Release further witnessed*, that for the Considerations therein mentioned, the said P. (by and with the Consent, good liking and Approbation of the said R. M.) *Did* bargain, sell, assign, transfer and set over unto the said E. B. and C. H. their Executors, Administrators and Assigns, *All* the said Messuages, Lands, Tenements and Hereditaments therein and herein before mentioned to be situate in the said Parish of T. and demised by the said R. D. the Elder, and R. D. the Younger, unto the said P. her Executors, Administrators and Assigns as aforesaid, and every Part and Parcel thereof, with their and every of their Appurtenances; *To hold* unto the said E. B. and C. H. their Executors, Administrators and Assigns, from thenceforth for and during all the Rest and Residue and Remainder of the said Term of 1000 Years then to come and unexpired, and for and during any and every other Term or Terms for Years which she the said P. had or was intitled unto in the same Premises, subject to the several Trusts, and to the Intents and Purposes therein after expressed, limited and declared of and concerning the same. **And** it is by the same Indenture of Release further recited, that N. P. of, *Esc.* and W. P. of, *Esc.* by their Bond or Obligation, bearing Date on or about the 18th Day of October, *Esc.* became bound unto the said P. in the Penal Sum of 200*l.* conditioned for the Payment of 100*l.* unto the said P. her Executors, Administrators or Assigns, at a certain Day therein mentioned, and long since past; **And** further reciting, that A. P. of, *Esc.* Gent. by his Bond or Obligation, bearing Date on or about the second of May, *Esc.* became bound unto the said P. in the Penal Sum of 300*l.* conditioned for the Payment of 159*l.* unto the said P. her Executors, Administrators or Assigns, at a certain Day therein mentioned, and long since past; **And** further reciting that the said P. was possessed of and well intitled unto a Gold Watch and Gold Chain thereto belonging, a Pearl Necklace, *Esc.* *It was by the said Indenture of Release further witnessed*, that for the Considerations therein mentioned, the said P. by and with the Consent, good Liking and Approbation of the said R. M. *Did* bargain, sell, assign, transfer and set over unto the said E. B. and C. H. their Executors, Administrators and Assigns, the said two several and respective Bonds or Obligations herein before in Part recited, and all Monies as well Principal as Interest thereupon, or by virtue thereof respectively, due and payable; and also the said Gold Watch and Chain, *Esc.* therein and herein before mentioned, and every of them; *To hold* unto the said E. B. and C. H. their Executors, Administrators and Assigns from thenceforth, in as full and ample Manner, to all Intents, Constructions and Purposes, as she the said P. might, could or ought to have had, held and enjoyed the same, in case the same Indenture had never been made; **And** it was by the same Indenture of Release agreed and declared, that the said several and respective Bargains, Sales and Assignments therein before severally and respectively made of the said Mortgage so made by the said R. D. the Elder and R. D. the Younger, to the said P. as aforesaid, and all Monies thereupon due and owing, and of the said several and respective Bonds or Obligations, and all Monies thereupon respectively due and owing, and of the said Gold Watch, Chain and Ring, and several Pieces or Parcels of Silver, Plate, and of every of them, was upon Trust, that they the said E. B. and C. H. and the Survivor of them, his Executors and Administrators, should stand possessed of the same Premises, *In Trust* for the sole, separate and peculiar Use and Benefit of the said P. and should employ, deliver and dispose of the same, and every of them, and of the Proceed and Produce thereof, and of every Part thereof, to such Person and Persons, as the said P. separate and

and apart from the said *R. M.* (notwithstanding the intended Coverture) by any Deed or the by Deed
 Deeds, Writing or Writings to be by her signed and sealed in the Presence of two or more or Will ap-
 credible Witnesses, or by her last Will and Testament in Writing, or any Writing pur- points.
 porting her last Will, to be by her published, signed and sealed in the Presence of three or
 more Witnesses, should at any Time or Times thereafter appoint, direct or declare, and
 that under such Trusts, Qualifications, Conditions, Limitations and Agreements, as the
 the said *P.* should appoint, direct or declare, absolutely or conditionally at her Will and
 Pleasure; and for Want of such Appointment, Direction or Declaration, and until such
 Appointment, Direction or Declaration should be made, and as to such Part or Parts thereof,
 whereof no such Appointment, Direction or Declaration should be so made, in Trust for
 the said *P.* her Executors, Administrators and Assigns: **And** the said *R. M.* for himself,
 his Heirs, Executors, Administrators and Assigns, *Did* by the said Indenture of Release *R. M. cove-*
 covenant with the said *E. B.* and *C. H.* their Executors, Administrators and Assigns, that nants with the
 (notwithstanding any Act, Matter or Thing to be made, done or committed by him the Trustees, that
 the said *R. M.* to the contrary) it should and might be lawful to and for the said *P.* at any *P. might*
 Time or Times thereafter during the said then intended Coverture, and at all other Times, make a Will
 or Disposition.
 to make such Will, Gift or Disposition of the said several and respective Premises therein
 and herein before severally and respectively mentioned and intended to be thereby conveyed,
 assigned and set over, to and for her separate Use as aforesaid, and of every of them, and
 of every Part and Parts of them and every of them, and of the Produce and Proceed
 thereof, as she the said *P.* shall think fit, direct or declare; *And* that he the said *R. M.* his
 Executors, Administrators or Assigns, or any other Person or Persons claiming or to claim
 by, from, or under him or them, should not impeach, question, hinder, molest or trouble
 any Person or Persons claiming under such Deed or Deeds, Writing or Writings, Will or
 Disposition of or by the said *P.* as aforesaid, but that all and all Manner of Dispos-
 positions whatsoever, to be had, made or done of the said Premises, or any Part thereof by
 the said *P.* at all Times, should be as good and effectual in the Law, as if the said *R. M.*
 had joined in the same with the said *P.* or as if the said *P.* were not married to the said
R. M. for and notwithstanding any Act to be done by the said *R. M.* to the contrary;
And that in case the said then intended Marriage should take effect and be solemnized, and
 that the said *P.* should depart this Life in the Life-time of the said *R. M.* and should make
 such last Will or other Grant or Disposition as aforesaid, of all or any of the said Premises,
 or should make any one Person or Persons Executor or Executors of such her last Will as
 aforesaid, or otherwise, that he the said *R. M.* his Executors or Administrators upon Re-
 quest should give his and their Consent to the Probate of such Will, and to the Allowance
 of such Grant or Disposition; *And* that he the said *R. M.* his Executors or Administrators
 should not oppose the Probate thereof, or the Appointment, Direction, Grant, Disposition
 or Enjoyment of the Premises by virtue thereof, by such Executors or Administrators,
 Legatee or Legatees, or any other Person or Persons claiming or to claim under them, or
 any of them; *And* that he the said *R. M.* should and would give Power and Authority to
 the said Trustees, or the Survivor of them, his Executors or Administrators, to sue for the
 said Debts, Sum and Sums of Money in the Name of the said *R. M.* (he the said *R. M.*
 being indemnified in the said Suits); *And* that such Debts, Sum and Sums of Money so
 secured by the said in Part recited Mortgage and Bonds or Obligations, and every of them,
 when recovered and received, should be liable to the Trusts therein and herein above men-
 tioned. **And** it is by the said Indenture of Release provided, agreed and declared, that it
 should and might be lawful to and for the said *E. B.* and *C. H.* their Executors, Admini-
 strators and Assigns, and every of them, from Time to Time, and in the first Place, out
 of all, every or any of the said respective Premises thereby mentioned or intended to be
 bargained, sold, assigned, transferred and set over, or whereof any Trust was thereby de-
 clared, or out of the Product, Produce and Proceed thereof, to deduct and take to them-
 selves all their reasonable Costs, Charges and Expences whatsoever, which they or any of
 them should expend or be put unto, in or about the Management of the Premises, or the
 Execution or Defence of any of the Trusts aforesaid; *And* that none of them should be
 accountable for any more Monies than what they should respectively actually receive, nor for
 the said Watch, Chain, Ring, and several Pieces of Plate, or any of them, other than
 such Part or Parts thereof as should actually come to their respective Hands, and that no
 one of them should be chargeable or accountable for the Acts, Receipts, Neglects or De-
 faults of the other or others of them: **And whereas** soon after the Making and Executing
 of the said Indentures of Lease and Release, the said then intended Marriage betwixt the said
R. M. and the said *P.* was had and solemnized: **And whereas** afterwards the said *R. M.*
 and *P.* his Wife, exhibited their Bill in the High and Honourable Court of Chancery against
 the said *E. B.* and *C. H.* thereby setting forth, that the said in Part recited Indenture of
 Lease and Release were by some Accident lost, but that the Plaintiffs had then in their
 Custody a Draught thereof, and that the said Deeds being executed by the Plaintiff *P.* with
 the Chancery by

R. M. cove-
nants with the
Trustees, that
P. might
make a Will
or Disposition.

and that he
 should not
 question such
 Will or Dis-
 position,

and that he
 should con-
 sent to the
 Probate of
 such Will,

nor oppose
 the Probate
 thereof,

and to give
 Power to
 Trustees to
 sue for Debts,
 &c.

and that the
 Monies and
 Securities
 should be
 liable to the
 Trusts.

That the Tru-
 stees might
 deduct the
 Charges.

Not to be ac-
 countable for
 more than
 they receive,
 nor for the
 Interest and
 Plate, nor for
 the Acts of
 the other.

Recites the
 Marriage
 took Effect,
 and a Bill
 brought in
 the Chancery by

R. M. and Wife, against the Trustees, shewing that the said Settlement was lost, and prayed that the Trustees might accept Trust, or assign over to other Trustees.

Decreed the same accordingly, subject to the same Trust as before.

In Pursuance of the Decree.

E. B. and C. H.

grant the Freehold Estate,

to and to the Use of R. M. and J. H. and their Heirs, for the Life of P. upon Trust of the Rents thereof unto her for Life for her separate Use;

and after her Decease to the Use of such Person, &c. as she by Will or Deed should appoint; and in Default thereof,

the Plaintiff R.'s Consent, did vest the legal Estate of the said Freehold and Leasehold Premises, and the said Securities and other the Premises, in the said Defendants, and that the Plaintiffs had applied themselves to the Defendants, desiring them either to accept of the said Trust in Relation to the said Freehold and Leasehold Premises, or to assign the same to other Trustees, subject to the same Trust; and that the said Mortgage, Bonds and Plate might be assigned to the absolute Use of the Plaintiff R. (the Plaintiff P. agreeing and consenting to give him the same) but that the Defendants refused to Act in the Trust, or to assign the same without Direction of the said Court for their Indemnity; the Scope of the Bill was, that the Defendants might accept the said Trust, or assign the same over to other Trustees, and to be relieved in the Premises: **And whereas** the said Defendants E. B. and C. H. having put in their Answers to the said Bill, and the said Draught of the said Release being exhibited and proved in the said Cause, it was upon *Wednesday* the said 30th Day of *July* last past, ordered and decreed by the said Court, that the Defendants the said E. B. and C. H. should convey and assign the said Trusts to such new Trustees, as Mr. D. one of the Masters of the said Court, should (with the consent of the said P.) direct and appoint, subject to the same Trusts contained in the said Draught of the said Indentures of Lease and Release in the Plaintiff's Custody; and for their so doing, they were thereby saved harmless and indemnified, as by the said Indentures of Lease and Release, and the Draught thereof, and the said Bill, Answers, Decree or decretal Order, and other Proceedings in the said Court, Relation being thereunto had, may more fully appear: **Now this Indenture witnesseth**, that in Pursuance of and in Obedience to the said Decree or decretal Order, and for and in Consideration of the Sum of 5*s.* &c. to the said E. B. and C. H. in Hand paid by the said R. M. and J. H. at and before the Ensealing and Delivery hereof, the Receipt whereof is hereby acknowledged, the said E. B. and C. H. by the Direction and Appointment of the said Mr. D. testified by his Approving and Allowing of these Presents) under his Hand, in the Margin of the first Skin of this Indenture, and with the Consent and Concurrence, and at the special Instance and Request of the said R. M. and P. his Wife (testified by their being made Parties to and by their Signing and Sealing of these Presents **Have**, and each of them **Doth** granted, released and confirmed, and by these presents **Do**, and each of them the said E. B. and C. H. **Doth** grant, release and confirm unto the said R. M. and J. H. (in their actual Possession, &c. made by the said E. B. and C. H. for one whole Year, for the Consideration of 5*s.* of, &c. by Indenture, &c. and made between the said E. B. and C. H. of one Part, and the said R. M. and J. H. of the other Part, and sealed, &c.) and to their Heirs, **All** that the said two undivided third Parts (the whole into three equal Parts to be divided) **Of all**, &c. (*The Parcels in hæc verba as before*); **To have and to hold** the said two third Parts (the whole into three equal Parts to be divided) of the said Messuages, Farms, Lands, Grounds, Tenements, Hereditaments, and all and singular other the Premises hereby granted, released or confirmed, or mentioned or intended so to be, and every Part and Parcel thereof, with their and every of their Appurtenances, unto the said R. M. and J. H. and their Heirs, to the Use and Behoof of the said R. M. and J. H. and their Heirs during the natural Life of the said P. **Upon Trust** and Confidence, and to the Intent and Purpose, that they the said R. M. and J. H. and the Survivor of them, and the Heirs of such Survivor, shall pay and dispose of the Rents, Issues and Profits of all and singular the said Premises from Time to Time, as they shall be received, unto the said P. during the Term of her natural Life, to be paid unto her own proper Hands, or to such Person or Persons, as by any Note or Notes, Writing or Writings, to be by her signed, as she shall from Time to Time appoint; the same to be paid for the separate and peculiar Use and Benefit of the said P. and not to be liable to the Debts, Engagements, Incumbrances or Control of the said R. M. and that the Receipts or Acquittances of the said P. by her signed with her own proper Hand (notwithstanding her Coverture with the said R. M.) or of such Person or Persons by her to be appointed as aforesaid to receive the same, shall be from Time to Time sufficient to discharge the said R. M. and J. H. their Heirs, Executors, Administrators and Assigns, and the Tenant or Tenants for the Time being of the said Premises, of and for the said Rents, Issues and Profits of the Premises, or so much thereof, as shall be thereby from Time to Time, and at all Times acknowledged to be received from them or any of them, their or any of their Heirs, Executors, Administrators or Assigns; **And** from and after the Death of the said P. **To the Use** of such Person and Persons, and for such Estate and Estates, as the said P. (whether covert or sole, and notwithstanding her Coverture with the said R. M.) by any Deed or Deeds, Writing or Writings to be by her sealed and delivered in the Presence of two or more Witnesses, or by her last Will and Testament in Writing, or any Writing purporting her last Will to be by her published, signed and Sealed in the Presence of three or more Witnesses, shall limit, direct or appoint; and for want of such Limitation, Direction or Appointment, and until such Limitation, Direction or Appointment shall

be made ; and until such Estate and Estates so limited, directed or appointed, shall respectively commence and take effect ; and as such Estate or Estates so limited, directed or appointed, shall respectively end and determine ; and as to such Part or Parts thereof, whereof no such Limitation, Direction or Appointment shall be made, **To the Use and Behoof** of the right Heirs of the said P. for ever. **And this Indenture further witnesseth**, that in further Pursuance of and in Obedience to the said Decree or decretal Order, and also for and in Consideration of the Sum of 5s. of, &c. to the said E. B. and C. H. in Hand paid by the said R. M. and J. H. at and before the Sealing and Delivery of these Presents, the Receipt whereof is hereby acknowledged, the said E. B. and C. H. by the Direction and Appointment of the said Mr. D. and with the Consent and Concurrence, and at the special Instance and Request of the said R. M. and P. his Wife, testified as aforesaid, **Have**, and each of them **hath** bargained, sold, assigned, transferred and set over, and by these Presents **Do**, and each of them the said E. B. and C. H. **Doth**, &c. unto the said R. M. and J. H. their Executors, Administrators and Assigns, **All** the said Leasehold Messuages, Farm and Lands with the Appurtenances situate, lying and being in M. aforesaid, &c. and the Reversion and Reversions, Remainder and Remainders, Rents, Issues and Profits thereof, and of every Part thereof, and all the Estate, Right Title, Interest, Use, Trust, Possession, Term and Terms of Years to come and unexpired, Right of Renewal, Property, Claim, and Demand whatsoever in Law or Equity of them the said E. B. and C. H. or either of them, of, in, to, or out of the same Premises, and every or any Part or Parcel thereof ; **To have and to hold** the said Leasehold Messuage or Tenement, Farm, Lands, and all and singular other the Premises hereby assigned, or intended to be hereby assigned, with the Appurtenances, unto the said R. M. and J. H. their Executors, Administrators and Assigns, from henceforth, for and during all the Rest, Residue and Remainder of the said Term of 21 Years yet to come and unexpired, and for and during all and every other Term or Terms for Years, which they the said E. B. and C. H. or either of them, have or hath, or are or is intitled unto, in the said Leasehold Premises or any Part thereof ; **Subject nevertheless** to the several Trusts, and to the Intents and Purposes herein after expressed and declared concerning the same, (that is to say) **In Trust** that the said R. M. and J. H. their Executors, Administrators and Assigns, shall from Time to Time raise so much Money out of and by the Rents and Profits of the same Leasehold Premises, as shall be requisite for the Payment of the Fines for the renewing from Time to Time of the said herein before in Part recited Indenture of Lease ; and the same to be renewed at the End of every seven Years, to be computed from the Commencement of the in Part recited original Indenture of Lease, or within any shorter Time, at the Discretion of the said R. M. and J. H. or the Survivor of them, his Executors, Administrator or Assigns ; **And** it is hereby agreed and declared by and between all and every the said Parties to these Presents, that the said R. M. and J. H. and the Survivor of them, his Executors, Administrators and Assigns, shall stand possessed of the said Leasehold Premises so to be renewed as aforesaid, **In Trust**, and to the Intent and Purpose, that they the said R. M. and J. H. and the Survivor of them, his Executors, Administrators and Assigns, shall pay and dispose of the Rents, Issues and Profits of the said Leasehold Premises, from Time to Time as they shall be received, unto the said P. during the Term of her natural Life, to be paid to her own proper Hands, or to such Person or Persons, as she by any Note or Notes, Writing or Writings, to be by her signed, shall from Time to Time appoint ; the same to be paid to her sole, separate and peculiar Use and Benefit, and not to be liable to the Debts, Engagements, Incumbrances or Controul of the said R. M. and that the Receipts or Acquittances of the said P. by her signed with her own proper Hands (notwithstanding her Coverture with the said R. M.) or of such Person or Persons by her to be appointed as aforesaid to receive the same, shall be from Time to Time sufficient to discharge the said R. M. and J. H. their Executors, Administrators and Assigns, and the Tenant and Tenants for the Time being of the said Leasehold Premises, of and from the said Rents, Issues and Profits of the Premises, or so much thereof as shall be from Time to Time, and at all Times acknowledged to be received from them or any of them, their or any of their Executors, Administrators or Assigns respectively ; and from and after the Death of the said P. then in Trust for such Person and Persons, and for such Estate and Estates, as the said P. (whether covert or sole, and notwithstanding her said Coverture with the said R. M.) by any Deed or Deeds, Writing or Writings, to be by her sealed and delivered in the Presence of two or more Witnesses, or by her last Will and Testament in Writing, or any Writing purporting her last Will to be by her published, signed and sealed in the Presence of three or more witnesses, shall limit, direct or appoint ; and for Want of such Direction, Limitation or Appointment, and until such Limitation, Direction or Appointment shall be made ; and until such Estate and Estates so limited, directed or appointed, shall respectively commence and take effect ; and as such Estate or Estates so limited, directed or appointed, shall respectively end and determine ; and as to such Part thereof, whereof no such Limitation, Direction or Appointment shall

to the right Heirs of P. for ever.

And in further Pursuance of the Decree,

E. B. and C. H. assigned.

the Parcels of the Leasehold in *hac verba*, as before, to the

Habendum, to R. M. and J. H. for the Remainder of the Term of 21 Years.

In Trust to raise Money to renew ;

and afterwards

in Trust to dispose of the Rents, &c. thereof unto P. for her Life, or whom she shall appoint ; for her separate Use and Benefit ;

and after her Decease, in Trust for whom she by Deed or Will should appoint. And in Default thereof,

in Trust for her Executors and Administrators. And in further Pursuance of the Decree, *E. B. and C. H. assigned the mortgaged Premises to R. M. and J. H. for the Remainder of the Term of 1000 Years, upon the Trusts hereafter mentioned.*

be made; in Trust for and for the only Benefit and Advantage of the Executors and Administrators of the said *P.* And this Indenture further witnesseth, that in further Pursuance of and in Obedience to the said Decree or decretal Order, and in Consideration of the Sum of 5*s.* of, &c. to the said *E. B. and C. H.* in Hand paid by the said *R. M. and J. H.* at and before the Ensealing and Delivery hereof, the Receipt whereof is hereby acknowledged, the said *E. B. and C. H.* by the Direction and Appointment of the said Mr. *D.* and with the Consent and Concurrence, and at the special Instance and Request of the said *R. M. and P.* his Wife, testified as aforesaid, **Have**, and each of them **hath** bargained, sold, assigned, transferred and set over, and by these Presents **Do**, and each of them the said *E. B. and C. H. Doth, &c.* unto the said *R. M. and J. H.* their Executors, Administrators and Assigns, all the said Messuages, Lands, Tenements and Hereditaments mentioned to be situate, lying and being in the said Parish of *T.* and demised by the said *R. D. the elder, and R. D. the younger, unto the said P. her Executors, Administrators and Assigns as aforesaid, and every Part and Parcel thereof, with their and every of their Appurtenances, and the Reversion and Reversions, Remainder and Remainders, Rents, and Issues and Profits thereof, and of every Part thereof, and all the Estate, Right, Title, Interest, Term and Terms for Years to come, and unexpired, Property, Claim and Demand whatsoever in Law or Equity, of them the said E. B. and C. H. or either of them, of, in, to, or out of the same Premises, and every or any Part or Parcel thereof; To have and to hold the said Messuages, Lands, Tenements and Hereditaments herein before mentioned to be situate in the Parish of T. and every Part and Parcel thereof, with their and every of their Appurtenances, unto the said R. M. and J. H. their Executors, Administrators and Assigns, from henceforth for and during all the Rest, Residue and Remainder of the said Term of 1000 Years yet to come and unexpired; and for and during any and every other Term or Terms for Years which they the said E. B. and C. H. or either of them, have or hath, or are or is intitled unto the same Premises; subject nevertheless to the several Trusts, and to the Intents and Purposes herein after expressed, limited and declared, concerning the same. And this Indenture further witnesseth, that in Pursuance of and in Obedience to the said Decree or decretal Order, and for and in Consideration of the Sum of 5*s.* of, &c. to the said *E. B. and C. H.* in Hand paid by the said *R. M. and J. H.* at and before the Ensealing and Delivery hereof, the Receipt whereof is hereby acknowledged, the said *E. B. and C. H.* by the Direction and Appointment of the said Mr. *D.* and with the Consent and Approbation, and at the special Instance and Request of the said *R. M. and P.* his Wife (testified as aforesaid) **Have**, and each of them **hath** bargained, sold, assigned, transferred and set over, and by these Presents **Do**, and each of them the said *E. B. and C. H. Doth bargain, &c.* unto the said *R. M. and J. H.* their Executors, Administrators and Assigns, **All** the said two several and respective Bonds or Obligations herein before mentioned, and in Part recited, and all Monies as well Principal as Interest thereupon, or by virtue thereof respectively due and payable, **And also** the said Gold Watch and Chain, and Pearl Necklace and Diamond Ring, and all and every the said silver Tea-pot, Lamp, Plate, Spoons, Salvers, Cups, Casters, Candlesticks, Snuffers Case, Tankard, Salts and Porringer herein before mentioned, and every of them; and all the Right, Title and Interest of them the said *E. B. and C. H.* or either of them, of, in and to the same, and every of them; **To have and to hold** the said several and respective Bonds or Obligations, and all Monies as well Principal as Interest thereupon respectively due and payable; and the said Gold Watch, Chain and Ring, and the said several Pieces or Parcels of Silver Plate herein before mentioned, and every of them, unto the said *R. M. and J. H.* their Executors, Administrators and Assigns, from henceforth, in as full, ample and beneficial Manner to all Intents, Constructions and Purposes, as the said *E. B. and C. H.* might, could, or ought to have held and enjoyed the same, in case these Presents had never been made. **And** it is hereby agreed and declared, that the said several and respective Bargains, Sales and Assignments, herein before severally and respectively made, of the said Mortgage so made by the said *R. D. the elder, and R. D. the younger, to the said P. as aforesaid, and all Monies thereupon due and owing, and of the said several and respective Bonds or Obligations, and all Monies thereupon respectively due and owing, and of the said Gold Watch, Chain and Ring, and several Pieces or Parcels of Silver Plate, and of every of them, is upon the Trusts, and to the Intents and Purposes herein after mentioned and expressed, limited and declared, of and concerning the same, (that is to say) upon Trust, that they the said *R. M. and J. H.* and the Survivor of them, his Executors, Administrators and Assigns, shall stand possessed of the same Premises, **In Trust**, for the sole, separate and peculiar Use and Benefit of the said *P. M.* and employ, deliver and dispose of the same and every of them, and of the Proceed and Produce thereof, and of every Part thereof, to such Person or Persons as the said *P.* separate and apart from the said *R. M.* (notwithstanding her Coverture with the said *R. M.*) by any Deed or Deeds, Writing or Writings, to be by her signed and sealed in the Presence of**

And further in Obedience to the Decree

the said Bonds, Jewels and Plate,

to R. M. and J. H.

Declaration of the Trust of the Mortgage, Bonds, Jewels and Plate,

in Trust for the sole, separate Use and Benefit of P. and to dispose thereof, to

of two or more Witnesses, or by her last Will and Testament in Writing, or any Writing purporting her last Will, to be by her published, signed and sealed in the Presence of three or more Witnesses, shall at any Time or Times hereafter appoint, direct or declare absolutely or conditionally at her Will and Pleasure; and for want of such Appointment, Direction or Declaration, and until such Appointment, Direction or Declaration shall be made, and as to such Part or Parts thereof, whereof no such Appointment, Direction or Declaration shall be made, in Trust for the said P. M. her Executors, Administrators and Assigns. **And** the said R. M. for himself, his Heirs, Executors and Administrators, and for every of them, doth covenant with the said R. M. and J. H. their Executors, Administrators and Assigns, by these Presents in Manner and Form following, (that is to say) that (notwithstanding any Act, Matter or Thing made, done or committed, or to be made, done or committed by him the said R. M. to the contrary) it shall and may be lawful to and for the said P. at any Time or Times hereafter during her Coverture; and at all other Times, to make such Will, Gift, or Disposition of the said several and respective Premises, herein before severally and respectively mentioned and intended to be hereby conveyed, assigned and settled to and for her separate Use as aforesaid, and of every of them, and of every Part and Parcel of them, and every of them, and of the Produce and Proceed thereof, and of every Part thereof, as she the said P. shall think fit or direct, appoint or declare; **And** that he the said R. M. his Executors, Administrators or Assigns, or any other Person or Persons claiming or to claim, by, from or under him or them, shall not impeach, question, hinder, molest or trouble any Person or Persons claiming under such Deed or Deeds, Writing or Writings, Will or Disposition of or by the said P. as aforesaid; **But** that all and all Manner of Dispositions whatsoever to be had, made or done of the Premises or any Part thereof by the said P. at all Times, shall be as good and effectual in the Law, as if the said R. M. had joined in the same with the said P. or if the said P. were not married to the said R. M. for and notwithstanding any Act done or to be done by the said R. M. to the contrary; **And further**, in case the said P. shall depart this Life in the Life-time of the said R. M. and shall make such last Will or other Grant or Disposition as aforesaid, of all or any of the said Premises, or shall make any one Person or Persons Executors or Administrators of such her Will as aforesaid, or otherwise; that he the said R. M. his Executors or Administrators, upon Request shall give his and their Consent to the Probate of such Will, and to the Allowance or Grant of such Disposition; **And** that he the said R. M. shall not oppose the Probate thereof, or the Appointment, Direction, Grant, Disposition or Enjoyment of the said Premises by virtue thereof, by such Executors or Administrators, Legatee or Legatees, or any other Person or Persons claiming under them or any of them, according to the true Intent and Meaning of these Presents; **And** that he the said R. M. shall and will give Power and Authority to the said Trustees or the Survivor of them, his Executors or Administrators, to sue for the said Debts, Sum and Sums of Money so secured by the said in Part recited Mortgage and Bonds or Obligations; and every of them, when recovered and received, shall be liable to the Trusts abovementioned, expressed and declared of the same respectively. **Provided always**, (Power for the Trustees to deduct their Charges, see Tit. **Proviso**). **In Witness**, &c.

whom she by Deed or Will should appoint.

R. M. covenants that P. his Wife may make a Will or Disposition of all the Premises,

and shall not question such Will or Disposition, but the same shall be as good in Law, as if he had joined therein, or were not married; and that he shall give his Consent to the Probate of such Will and such Disposition, and shall not oppose such Probate or Disposition; and give Power to the Trustees to sue for Debts.

Letters of Attorney.

Letters of Attorney to receive Money, Stock, &c.

A General Letter of Attorney to receive Debts.

KNOW all Men by these Presents, that I A. B. of — (a) for divers good Causes and Considerations me hereunto moving, have made, ordained, authorized, constituted and appointed, and by these Presents do make, ordain, authorize, constitute and appoint C. D. of — my true and lawful Attorney (irrevocable) for (b) me and in my Name, and to my Use, (or, but to the Use of him the said C. D.) to ask, demand, sue for, recover and receive of E. F. of — (c) All and every such Sum and Sums of Money, Debts and Demands whatsoever, which now are due and owing unto me the said A. B. by and from the said E. F. **And** in Default of Payment thereof, to have, use and take all lawful Ways and Means, in my Name, or otherwise, for the Recovery thereof, by Attachment, Arrest, (Distress) (Re-entry) or otherwise, (and to compound and agree for the same). **And** on Receipt thereof

* (a) These Words are often left out as superfluous.

(b) When there are two Attornies, say, have made, &c. and by, &c. B. of, &c. and C. of, &c. jointly, and either of them severally, to be my true and lawful Attornies and Attorney, for me, &c.

(c) Or, Of and from all and every Person and Persons whatsoever, whom it doth, shall or may concern.

Letters of Attorney.

thereof Acquittances, or other sufficient Discharges for the same, for me, and in my Name, to make, seal and deliver, **And** to do all lawful Acts and Things whatsoever concerning the Premises, as fully in every Respect as I myself might or could do if I were personally present, and an Attorney or Attornies under him for the Purposes aforesaid to make, and at his Pleasure to revoke; **Hereby** ratifying, allowing and confirming all and whatsoever my said Attorney shall in my Name lawfully do, or cause to be done, in and about the Premises, by virtue of these Presents. **In Witness,** &c.

To two Persons, but in case of Death, Absence or Refusal of both or either of them, then to another alone, or with either of them that will act.

— Impower D. and E. &c. jointly, and either of them severally; and in case of the Decease, Absence or Refusal of the said D. and E. or either of them, to act as our Attornies by virtue hereof, then we ordain, constitute and empower F. &c. alone or together, with either of them the said D. and E. as shall be living and present there, and will act as our Attorney, by virtue of these Presents, jointly, or either of them severally, to be our true, &c.

To three Persons, but in case of Death, Absence or Refusal of two of them, then to another to join him that does act.

— Constitute B. &c. C. and D. &c. jointly, and either or any of them severally, my true and lawful Attorney and Attornies; and in case of the Decease or Absence of the said C. and D. or either of them, or of their or either of their Refusal to be and Act as my Attorney or Attornies, together with the said B. by virtue hereof, then and not otherwise I make, ordain, constitute and appoint E. of, &c. together with the said B. in case of the Death, or of the Absence or Refusal of both of them the said C. and D. to act as aforesaid, or together with either of them the said C. and D. as shall be living and present there, and will act by virtue hereof jointly, or any of them severally, to be my true and lawful Attorney or Attornies, for me and in my Name, &c.

To receive Money on a Bond.

— And receive of E. F. of — the Sum of — due unto me in and by one Bond or Obligation, bearing Date the — and upon Non-payment thereof, to have, use and take all lawful Ways and Means, in my Name, or otherwise, for Recovery of the same, by Attachment, Bill, Plaint, Arrest, or otherwise, and, &c.

To receive Money which is not become due on a Bond.

T**O** all to whom these Presents shall come, I R. C. of — send Greeting. **Whereas** J. V. of — and V. J. of — by their Obligation, bearing Date — last past, are and stand bound unto me the said R. C. in the Sum of — with Condition for the Payment of — on the — now next coming, as by the said Obligation doth more fully appear: **Now know ye,** that I the said R. C. have hereby made, ordained, constituted, appointed and authorised my loving Friend J. F. of — to be my lawful Attorney, for me and in my Name to demand and receive the said Sum of — at the Time limited for the Payment of the same, and if the same shall not be then paid, to sue for and recover the Sum of — being the Penalty of the said Obligation; and on Receipt thereof, &c. (*As in the first Letter of Attorney.*)

From a Sailor to his Wife, to receive his Wages and all other Debts.

— Appoint my loving Wife M. C. my true and lawful Attorney, for me, and in my Name, and for my Use, to ask, demand and receive of and from all and every Person and Persons whatsoever, as well all such Sum and Sums of Money as now are, or which shall or may at any Time hereafter become due and owing to me for Wages from any Ship or Ships to whom I now do or any belong; as also all other Monies now due, or to become due and owing to me by any other Ways or Means whatsoever, and upon Non-payment, &c.

To receive a Legacy.

K**NO****W** all Men by these Presents, **That** whereas A. K. late of — by her last Will and Testament, bearing Date — did give and bequeath unto me M. G. of —

500*l.* to be paid unto me upon my Sealing and Delivering a general Release to the Executors of the said *A. K.* and made and constituted *J. B.* of — her Executor, and shortly after died: **And whereas** the said *J. B.* had proved the said Will, and the said *M. G.* hath sealed such general Release to the said *J. B.* as by the said Will is directed, and left the same in the Hands of her Attornies herein after named, to be delivered to the said *J. B.* on Payment of the said 500*l.* **Now know ye,** that I the said *M. G.* have made, ordained, constituted, deputed and appointed, and these Presents **Do** make, ordain, constitute, depute and appoint *J. E.* of — and *J. S.* of — my true and lawful Attornies jointly, and either of them singly for me and in my Name, and to my Use, to ask, demand and receive of and from the said *J. B.* the said Legacy of 500*l.* so given and bequeathed to me the said *M. G.* by the said *A. B.* in her said Will as aforesaid; and upon Receipt thereof by my said Attornies, or either of them, to deliver the said general Release so sealed as aforesaid, or to give such other Discharge as shall be sufficient; I hereby ratifying, allowing and confirming all and whatsoever my said Attornies, jointly or separately, shall lawfully do in the Premises. **In Witness,** &c.

To receive Money from the East-India Company.

— Of and from the United *East-India* Company, or their Treasurer, **All** such Sum and Sums of Money as now are or shall hereafter become due from the said Company unto me the said *A. T.* for and on Account of the Sale of my *China* Ware, brought home by me in the Ship *A.* in my late Voyage from *China*; and sold by the said Company at their Sale commenced the — Day of — and now standing in the Books or Accounts of the said Company in my Name, and also all such Sum or Sums of Money as now are or shall hereafter become due to me the said *A. T.* from the said Company, for and on Account of the said Sale of *China* Ware, &c.

Letter of Attorney to demand and receive Money recovered by a Decree in Chancery.

— **To** ask, demand and receive of *E. L.* of, &c. the Sum of 414*l.* 13*s.* 4*d.* of, &c. decreed to be paid to me by a Decree made in the High Court of Chancery the fifth Day of, &c. in a Cause there depending between me the said *D. L. A.* Plaintiff, and the said *E. L.* Defendant; and by virtue of the Masters Report, which was confirmed *July* 23, 17— and also by an Order of Court obtained *November* 6, 17— to serve the said Defendant *E. L.* with a Writ of Execution of the said Decree: And I do by these Presents give and grant unto the said *C. A.* full Power and lawful Authority for me, and in my Name, Stead and Place, do do or cause to be done all and every such other Act and Acts, Thing and Things, as shall be requisite on my Behalf to be done in the Premises, and that in as full large and ample Manner, as if I myself were at the doing thereof personally present, and had done the same, satifying, &c.

To receive the Freight of a Ship for the Use of the Receiver and the rest of the Part Owners.

— **That** *J. A.* &c. Master of the good Ship, &c. have made, &c. *D.* of, &c. Part Owner of the said Ship, to be my true and lawful Attorney, in my Name, or otherwise, but for the Use of himself and the rest of the Part Owners of the said Ship, to demand, levy, &c. by all lawful, &c. of and from *E.* and *F.* of *London*, Merchants, their Executors and Administrators, and either and every of them, and all others whom it doth or shall concern, all such Sum and Sums of Money which are due, owing and payable by and from them, or either of them, for Freight or otherwise, for or in Respect of any Goods or Merchandises imported in the said Ship in her said late Voyage from *C.* by virtue of a Charter-party dated, &c. or otherwise howsoever; and upon Receipt or Recovery of all or any such Sum or Sums of Money, or any Part thereof, to give sufficient Discharges for the same; Giving, &c.

From a Part Owner, to receive Dividends of Freight.

— **To** demand, levy, sue, &c. of and from all or any Person or Persons whom it doth or may concern, all such Sum and Sums of Money which now are and shall grow due to me as my Dividend, for and in Respect of my Parts of and in the Ships *C.* and *D.* for Freight or otherwise; and upon Receipt thereof, &c.

From the Master of a Packet-Boat, to receive his Wages from the Post-Office.

— Of and from the Treasurer of the General Post-Office in *London*, or from *D.* Manager of the Packet-Boat at *D.* and all others whom it doth or may concern, all such Sum and Sums of Money as are due, owing, payable or belonging unto me, and which shall be ordered to be paid and allowed to me by the Commissioners for executing the Office of Post-Master General, for Wages and other Allowance whatsoever, for my Service as Commander on Board the *E.* Packet-Boat, and to the Seamen of the said Vessel, on Account of her last Voyage to *F.* or otherwise howsoever; and upon Receipt thereof, &c.

To receive Money due on any Bills of Exchange which shall be remitted, and receive Money due in Exchequer Dividends, in the Bank, East-India Company and South-Sea Company, and all other Debts, &c. and to pay Bills of Exchange drawn, &c.

I *KNOW*, &c. That *J. A.* of, &c. intending to go into, and for some Time to continue in Parts beyond the Seas, &c. to be my true, certain and lawful Attorney, for me and in my Name, and to and for my proper Use and Behoof, during such my Continuance abroad, to demand, levy, sue for, recover and receive by all lawful Ways and Means whatsoever, of and from all and every Person and Persons whatsoever whom it doth, shall or may concern, as well all and every such Sum and Sums of Money which shall or may become and grow due and payable to me, by and upon all or any Bill or Bills of Exchange which shall or may be remitted and sent to and for the Account of me the said *A.* as also all, every or any such Sum and Sums of Money which are and shall become and grow due and payable to me at her Majesty's Exchequer, for or upon Account of any Annuity or Annuities, or any Loans, Tallies or Orders, by Virtue of any Act or Acts of Parliament, or for any Dividend or Dividends, for or in Respect of any Stock in the Bank of *England*, in the Company of Merchants trading to *East-India*, in the *South-Sea* Company, or any of them, or for or in Respect of any other Stock belonging to me in any other Company; and likewise for me and in my Name, and to and for my Use, to demand, levy, sue for, recover and receive all such other Debts, Dues, Sum and Sums of Money, Goods, Effects, Merchandizes and Things whatsoever, which now are, and which shall or may at any Time or Times hereafter become and grow due, owing, payable or belonging to me the said *A.* upon or by virtue of any Bond, &c. and also for me and on my Behalf, to accept and pay such Bill or Bills of Exchange as shall be drawn or charged on me by any of my Factors, Agents or Correspondents, as Occasion shall require, and generally to do, negotiate, &c. and upon Receipt or Recovery of all or any such Sum and Sums of Money, Annuities, Dividends, Debts, Dues, Goods, Effects and other Things, or any of them, or any Part thereof, sufficient Acquittances, &c. Giving, &c.

A Letter of Attorney to receive Bank Stock to transfer the same.

I *KNOW* all Persons by these Presents, that the Right Honourable *T.* Earl of *S.* and the Right Honourable *A.* Countess of *S.* his Wife, (Granddaughter and Administratrix of the Goods and Chattels, Rights and Credits of Dame *A. R.* Widow deceased) have constituted and appointed, and by, &c. *F. E.* of, &c. Gent. to be their true and lawful Attorney for them the said Earl and Countess, and for each of them, and in their Names, Place and Stead, and to the Use of the said Earl, to ask and receive **All** Dividends now due, or which shall hereafter accrue or grow due to the said Earl and Countess or either of them, from the Governor and Company of the Bank of *England*, **And** upon the Receipt thereof, or of any Part thereof, Acquittances or other sufficient Discharges to make and give for the same; **And also** to assign and transfer the Sum of 3163 *l.* 10 *s.* in the Bank-Stock, and all and every other Stock and Stocks in the said Bank of *England*, which they the said Earl and Countess, or either of them have or hath, or is intitled unto, or as she the said Countess of *S.* as Administratrix of her said late Grandmother, or otherwise, to the said Earl, or to such other Person or Persons as the said Earl shall order and direct; **And further** to do, execute, perform and finish all and singular Acts, Matters and Things, which shall be expedient and necessary, touching and concerning the Premises, as fully and effectually to all Intents and Purposes whatsoever, as they the said Earl and Countess, or either of them might or could do in or about the same, being personally present, and whatsoever he the said *F. E.* shall, &c.

To accept and pay for, and sell Bank-Stock.

— **To** accept of all such Capital Stock in the Bank of *England*, which I have already bought, or contracted to buy, or shall hereafter buy, or contract to buy of any Person or Persons whatsoever, upon the Transferring thereof, according to the usual Manner of transferring the said Stock; and pay such Sum or Sums of Money, or Consideration for the Purchase of all such Capital Stock, upon the transferring thereof from Time to Time, as I shall in that Behalf order; likewise for me, and in my Name, and on my Behalf, and to and for my own proper Use to sell and transfer all or any such Stock which I now have, or shall buy or purchase in the said Bank of *England*, to such Person or Persons, and in such Manner as I shall from Time to Time direct and appoint by Writing under my Hand; and also for my Use to receive the Monies or Considerations which shall become due or payable, for or upon the Sale of all or any such Stock which he shall so sell and transfer for or on my Account as aforesaid, and to give sufficient Discharges for the same: And I do hereby give and grant, &c.

To receive Exchequer Annuities.

— **To** demand and receive at his Majesty's Exchequer, from all Persons whom it doth or may concern, one Annuity or yearly Sum of — *l.* and two several Annuities of — *l.* and — *l.* payable to us and the said *C.* for the Remainder of the Term of 99 Years from the, &c. 17— by three several Orders, one of them N^o (—) bearing Date, &c. and the other two, dated, &c. N^o. (—) and (—) by Virtue and in Pursuance of an Act of Parliament, made in the —th Year of the Reign of our Sovereign Lady Queen *Anne*, intitled, (An Act, &c.) as the said several Annuities, or any of them, or any Part thereof, shall from Time to Time grow and become due and payable; and upon Receipt thereof, or of any of them, or any Part thereof, sufficient Acquittances and Discharges from Time to Time to make and give: And we do hereby ratify, &c.

To receive an Exchequer Annuity during the Life of a Person.

— **To** demand and receive from and out of his Majesty's Exchequer, from the Feast-Day of, &c. the yearly Sum of — *l.* being after the Rate of — *l.* per Cent. per Ann. Quarterly, during the Life of the said *A.* according to an Order granted unto the said *A.* by the Lords of his Majesty's Treasury, dated, &c. in Pursuance of a late Act of Parliament, intitled (An Act for granting to his Majesty, &c.) and upon Receipt thereof, or any Part thereof, sufficient Acquittances and Discharges, for him and in his Name, from Time to Time make and to give: And the said *A.* doth hereby ratify, &c.

To accept East-India Stock, which shall at any Time be transferred, and to receive Dividends, Interest and Profits of the said Stock, and to transfer it back if there be Occasion.

— **To** accept of all such Stock in the United Company of Merchants trading to *East-India*, which from Time to Time shall be transferred to me, or for my Use, from all or any Person or Persons whatsoever; and likewise for me and on my Behalf, and to and for my own proper Use, to demand and receive all such Sum and Sums of Money, Dividends and Profits, as shall from Time to Time become due and payable to me, for and in respect of all such Stock or Interest, which I have or shall hereafter have in the said Company; and upon Receipt thereof, or any Part thereof, sufficient Acquittances and Discharges for me and in my Name, from Time to Time, to make and give; likewise for me and on my Behalf from Time to Time, to transfer such Stock in the said Company, which now belongs and is, or shall at any Time or Times hereafter be transferred to me by Purchase, or as Security for Money on Sale thereof, on Payment of the Money lent thereon to such Person or Persons, as Occasion shall require; and to do and perform all other Matters and Things in and to the Premises requisite and necessary, as fully as I myself might or could do, were I personally present: And I do hereby ratify and confirm all and whatsoever my said Attorney, or his Substitutes shall legally do, or procure to be done, in and touching the Premises. In Witness, &c.

To Sell African Company Stock.

— **To** sell and transfer to such Person or Persons as he shall think fit, all or any Part of — *l.* — *s.* Stock, belonging to me in the *Royal African Company of England*, according to

to the usual Method of transferring the said Stock ; and likewise for my Use to receive the Money or Consideration for which the same, or any Part thereof, shall be sold ; and upon Receipt thereof to give a sufficient Discharge or Discharges for the same : And I do hereby ratify and confirm all and whatsoever my said Attorney shall legally do, or procure to be done, in, and touching the Premises. *In Witness, &c.*

To recover Goods mentioned in a Schedule, &c. and remit the Money or consign the Effects.

— *That A. &c.* Relict and Executrix of the last Will and Testament of *B.* late, &c. hath made and ordained, and by these Presents doth make, ordain, and in her Place and Stead put and constitute *C. &c.* to be her true, certain and lawful Attorney for her and in her Name, and to and for her proper Use, to demand, levy, sue, &c. by all lawful, &c. to and from *D. &c.* his Heirs, Executors and Administrators, and all Person and Persons whom it doth, &c. *As well* the several Goods and Things mentioned and expressed in the Inventory or Particular thereof thereon indorsed, and which the said *D.* by Receipt under his Hand, dated, &c. acknowledged to have received of Captain *E.* (which Receipt and the Particular of the said Goods mentioned to be received by the said *E.* of the said *B.* is delivered by the said *A.* to *F.* Master of the Ship *G.* now forthwith bound to *H.* to be delivered to the said *C.*) as also all other Goods and Things of and belonging to the said *B.* deceased ; and upon Receipt or Recovery thereof, or any Part thereof, from Time to Time to sell and dispose of the same at *H.* aforesaid, for the most Profit and Advantage that he can ; and to remit the Money arising by Sale thereof, in good Bill or Bills of Exchange, payable to the said *A.* or her Order in *London*, for her Use or otherwise, and invest the Produce of the said Goods in such other Goods and Merchandizes in *H.* as shall be for the best Advantage of the said *A.* and to return and consign the same to the said *A.* or her Assigns in *London*, which of them the said *C.* shall think fit, and for the most Profit and Advantage of the said *A.* he the said *C.* in either of the said Cases, first deducting thereout all his necessary Charges and Expences in and about the Premises, which the said *A.* agrees he shall and may deduct accordingly ; *And* the said *A.* doth further empower the said *C.* if need be, to call to account and bring to a Reckoning the said *D.* and all other Person and Persons concerned in the Premises ; and to transact, do and perform all other Matters and Things relating to the said Premises, as fully as she herself might or could do personally ; and upon Receipt or Recovery of the said Goods and Things, or any Part thereof, or any Sum or Sums of Money on account thereof, to give sufficient Receipts and Discharges for the same : Giving, &c.

Concerning Debtors and Creditors.

A Letter of Attorney from a Debtor to a Creditor, to receive Money due from several Persons, and an Assignment of such Money in Satisfaction of a Debt.

TO all to whom these Presents shall come, I *J. O.* of *K.* in the County of *S.* Gent. send Greeting. *Whereas* upon an Account made between me and *N. C.* Gent. I am in arrear indebted to him in 21 *l.* 10 *s.* *Now know ye*, that for the more speedy reimbursing and paying to the said *N. C.* the said 21 *l.* 10 *s.* I do hereby grant and assign unto him 5 *l.* 10 *s.* due to me from *R. L.* of *F.* upon a Bill obligatory, dated the — Day of — : And I do hereby also grant and assign unto the said *N. C.* all Sum and Sums of Money due or payable unto me by *R. L.* for Costs and Charges taxed or assessed, or to be taxed or assessed by his Majesty's Court of — ; *And further*, I do make and appoint the said *N. C.* my true and lawful Attorney irrevocable for me, and in my Name, Stead and Place to ask, demand, sue for recover, receive, have and take up all and every of the Sum and Sums of Money before mentioned ; *And* upon Non-payment thereof, &c.

To execute a Deed of Composition and to receive a Dividend.

— *To* sign, seal and execute an Indenture *Tripartite*, bearing Date, &c. made or mentioned to be made between *C. D.* and *E.* of, &c. Creditors of *F. &c.* and Trustees for and on the Behalf of other the Creditors of the said *F.* of the first Part, *G. H. I.* me the said *A. K. &c.* (and so on) Creditors also of the said *F.* of the second Part, and the said *F.* of the third Part ; *Also* for me and in my Name, and to and for my proper Use and Behoof, to demand and receive of and from the said *C. D.* and *E.* either or any of them, all Monies due and payable to me, upon and by virtue of the said Indenture, as well for my Share and Dividend of the Sum of — *l.* already received by and in the Hands of the said *C. D.* and *E.* some or one of them, of the Estate of the said *F.* as of the Sum of — *l.* of the Debts of the

the said *H.* yet standing out and unreceived, or of so much thereof which shall be recovered and received in Proportion to the Debt of—*I.* owing to me by the said *F.* And I do hereby give and grant unto my said Attorney my full Power and Authority in and touching the Premises, to do and perform all Matters and Things for the Recovery and Receiving the Monies due, or which shall become due and payable to me by virtue of the said Indenture, as fully as I myself might or could do, were I personally present: And I do hereby ratify and confirm such the Execution of the said Deed by the said *B.* as aforesaid, and all other legal Acts and Things which shall be by him done and performed in and to the Premises, by virtue of these Presents. **In Witness, &c.**

To sell Estates, let Lands, enter into Premises, receive Rents, grant Leases and execute other Deeds, and surrender, &c. Copyhold Lands.

To sell an Estate. (Common Form).

— **To** grant, bargain and sell **All** that, &c. (*the Parcels*), and also all my Estate, Right, Title, Interest, Claim and Demand whatsoever, of, in, and unto the said Premises, and every Part and Parcel thereof, unto *C. D.* of—his Heirs and Assigns for ever; and also for me and in my Name, Place and Stead, and as my proper Act and Deed to execute, seal and deliver such Conveyances and Assurances of the said Premises unto the said *C. D.* his Heirs and Assigns, to the only Use and Behoof of him the said *C. D.* his Heirs and Assigns for ever, as shall be needful and requisite for the doing thereof, and as shall be to the good Liking and Approbation of the Counsel learned in the Law of the said *C. D.* his Heirs and Assigns, giving, and by these Presents granting unto my said Attorney full Power and absolute Authority to do, execute and perform any Act or Acts, Thing or Things whatsoever, that shall be needful and necessary to be done, touching or concerning in any wise the Premises, or the Conveying or Assuring thereof to the Person and Uses aforesaid, in as full and ample Manner, to all Intents and Purposes, as I the said *A. B.* might or could do, if I was then and there personally present: And also ratifying, allowing and confirming all and whatsoever Acts and Things my said Attorney shall do, or cause to be done, by virtue and according to the true Intent and Meaning of these Presents. **In Witness, &c.**

Letter of Attorney to enable one or more Persons to sell an Estate, and upon such Sale to seal and deliver a Conveyance, &c.

To all Persons to whom, &c. the Right Honourable *T. Lord J. Baron of B. St. E.* in the County of *S.* sendeth Greeting. **Know ye**, that the said Lord *J.* for divers good Causes and valuable Considerations him thereunto moving, **Doth** deputed, authorized, constituted and appointed, and by these Presents **Doth** depute, &c. *M. F.* of, &c. his true and lawful Attorney, jointly with *H. J. Esq;* to treat with any Person or Persons whatsoever, for the Leasing, selling or other Disposition of all or any the Messuages, Houses, Grounds and Hereditaments devised in and by the last Will and Testament of *H.* late Earl of *St. A.* deceased, unto the said Lord *J.* (by the Name of *T. J.*) and the said *H. J.* and *M. F.* in Trust to sell the same for the Payment of the said late Earl's Debts; And after any Treaty and Agreement made and concluded as aforesaid, for and in the Name of the said *T. Lord J.* jointly with the said *H. J.* to sign, seal and deliver any Assignment, Conveyance or Assurance, to any Person or Persons that shall purchase or agree to purchase the same Premises, or any of them, or any Part of them, as he the said *M. F.* in his Discretion shall think fit, for the sufficient Assigning, Conveying and Assuring of the same Messuages, Houses, Grounds and Hereditaments, which shall be so purchased and sold as aforesaid to the Person or Persons which shall contract for and buy the same, or any of them, for the Execution of every such Treaty and Agreement as aforesaid; And the said *T. Lord J.* doth hereby ratify, allow and make firm in Law, all and whatsoever Acts the said *M. F.* shall do or cause to be done in Pursuance of and by virtue of these Presents, or the Power hereby given. **In Witness** whereof the said *T. Lord J.* hath hereunto set his Hand and Seal this twenty-ninth Day of *May*, &c.

The Conclusion of a Purchase Deed, by virtue of the Power above.

— **In Witness** whereof to one Part of these present Indentures remaining with the said *J. C.* (*the Purchaser*) the said *J. C. H. J.* and Sir *J. C.* have set their Hands and Seals; and the said *M. F.* to the same Indenture for the said *T. Lord J.* by virtue of a Letter of Attorney to him made by the said *T. Lord J.* bearing Date the 29th Day of *May*, &c. and enrolled in the Rolls of the High Court of Chancery, the Tenor whereof followeth in these

Words; that is to say, **To all**, &c. (*Setting forth the whole Letter of Attorney at length*) hath set the Hand and Seal of the said T. Lord J. and to the other Part of the same Indenture remaining with the said H. J. and the said J. C. and Sir J. C. have set their Hands and Seals, the Day and Year first above written.

From a Guardian of an Infant, to depute a Person to enter into Premises, receive and recover Rents, appoint Stewards, Bailiffs and Receivers, and to take their Accounts.

KNOW all Men by these Presents, that I F. D. of—— Esq; Guardian to F. C. of, &c. Gent. Infant above the Age of 14 Years, and under the Age of 21 Years, have made, ordained, constituted and appointed, and by these Presents do make, &c. W. B. of, &c. my true and lawful Attorney, for me and in my Name to enter into all that the Manor of F. G. in the County of H. and all and singular the Manors, Capital Messuages, Lands, Tenements and Hereditaments whatsoever, belonging to the said F. C. situate, &c. and to ask, receive and recover of all the Stewards, Bailiffs, receivers, Farmers and Tenants, and all other Occupiers whatsoever, of the said Manors, Messuages, Lands, Tenements and Hereditaments of the said F. C. all Rents, Services, Arrearages of Rents, Profits, Sum and Sums of Money now due, or hereafter to grow due to the said F. C. and an Account and Accounts of them, and of all other the Stewards, Bailiffs, Servants and Accountants whatsoever of the said F. C. or any of them, to require and take; and the said Stewards, Bailiffs, Receivers and Servants of the said F. C. by and with my Consent and Approbation, and not otherwise, to displace, and on the Displacing or Death of any of them, now Stewards, Bailiffs, Receivers, Servants, or other Agents, by and with my Consent and Approbation, to put in the Place or Places of those discharged or dead; and also to sue for, receive and recover all Manner of Debts, Duties, Rents and Sums of Money whatsoever, to the said F. C. due and owing; and for Non-payment thereof, to sue and distrain, avow or make Conusance, and to sell and dispose of such Distress and Distresses according to Law, and to contract with any Person or Persons for the Leasing any the Lands, Tenements and Hereditaments of the said F. C. for the Benefit and Advantage of the said F. C. and to sell any of the Woods and Underwoods of the said F. C. when saleable; and also to commence or prosecute any Suit or Suits, Action or Actions, as well Real, Personal, as Mixt, for any Debt, Duty, Matter, Cause or Thing whatsoever to the said F. C. belonging, or that may be demanded by the said F. C. in any court of Record, or in any other Court or Place whatsoever, and the same Suits to prosecute and follow, or to discontinue or become Non-suit, or to dismiss the same; and also to take all lawful Ways, Courses, Means and Remedies, for the better Getting, Recovering or Receiving any Manors, Lands, Tenements, Rents and Hereditaments, Goods, Chattels, Debts, Duties, Sum and Sums of Money, or other Matter or Thing whatsoever; and I do hereby authorize and empower my said Attorney to allow Timber for Repairs, and other Uses of the Tenants and Farmers of the said F. C. and set Fines for any Leases, and to nominate and appoint Stewards for keeping any of the Courts of the said F. C. and to accept any Surrender or Surrenders of any Leases, and on such Surrenders to contract for new Leases for Fines, or otherwise, as shall be most for the Benefit and Advantage of the said F. C. and I do hereby allow, ratify and confirm all such Act and Acts, Thing and Things, as the said W. B. shall, with such Approbation as aforesaid, do, or cause to be done in and about the Premises. **In Witness**, &c.

To enter into and take Possession of a Plantation lately bought, and to manage all affairs therein.

—— To enter into and take Possession, by all lawful Ways and Means whatsoever, of a certain Plantation called by the Name of, &c. and lying, &c. and all other my Plantations in, &c. aforesaid, with all the Houses, Buildings, Lands, Negroes, Servants, Coppers, Utensils, and other the Appurtenances and Things thereunto belonging or appertaining, which I lately bought and purchased of C. &c. **And** for me, &c. to demand, levy, &c. from all whom it doth or may concern, all such Sum and Sums of Money, Goods and Things whatsoever, as are now due, and which may or shall grow due, payable, or belonging to me, by, from, or in Respect of the said Premises, either for Rent or otherwise, by any Ways or Means whatsoever or howsoever; **And** also to place and displace all or any of my Servants of and in the said Plantations and Premises, as he shall see needful and for my best Advantage; and generally to do, transact, manage and perform all other Matters, Business, Affairs and Things whatsoever relating to the said Premises, as fully as I myself might or could do, were I personally present; *And* upon Receipt, &c.

From

From Executors, for their Attorney to account with Persons in Jamaica, and to receive Debts, &c. consign Effects, and to take Possession of Plantations, &c. sell or let the same, or any Negroes, &c. to execute Deeds, &c. and upon his Departure from the said Isle to impower others to do the like.

KNOW all, &c. that we *A. of, &c. and B. of, &c.* surviving Executors of the last Will and Testament of *C. late of, &c. deceased*, have, and either of us hath made and ordained, and by these Presents do, and either of us doth make, ordain, and in our Places and Steads put and constitute *D. of, &c.* now bound out to the Island of *Jamaica*, to be our and either of our true and lawful Attorney, for us, in our Names, and on our Behalfs, and to and for our proper Uses, as Executors aforesaid, to call to Account and bring to a Reckoning, and to adjust and settle Accounts with all and every Person and Persons in the said Island of *Jamaica* aforesaid, who is or are, or shall be indebted to the Estate of the said *C. deceased*, upon any Account, by any Ways or Means whatsoever or howsoever; and also to demand, levy, sue for, recover and receive, by all lawful Ways and Means whatsoever, of and from all and every such Person or Persons aforesaid, and all, every or any other Person and Persons whom it doth, shall or may concern, all and every such Debts, Dues, Sum and Sums of Money; and likewise all and singular such Goods, Commodities, Merchandizes and Effects, which now are, and which shall become and grow due, owing, payable and belonging to the Estate of the said *C. deceased*, upon or by Virtue of any Mortgages or Securities made to the said *C. deceased*, or to or in Trust for us, or either of us, as Executors aforesaid, or upon any Bond, Bill, Book, or upon Account of Trading or Dealing, or upon any other Account, and by any other Ways or Means whatsoever or howsoever, in any Manner of wise; and likewise to demand, levy, sue for, recover and receive, by all lawful Ways and Means whatsoever, of and from all and every Person and Persons whom it doth or shall or may concern, all such Sum and Sums of Money which now are, and which shall become and grow due and payable for Rent and Arrears of Rent, for and in Respect of all, every and any Messuages, Lands and Plantations, of and belonging to the Estate of the said *C. deceased*, in the Island of *Jamaica*; and if need be, to distrain for the same, and to sell and dispose of such Distress, according as the Law in that Behalf directs; and upon Receipt or Recovery of all or any the said Debts, Dues, Sum and Sums of Money, Rent and Arrears of Rent, Goods and Effects, or any of them, or any Part thereof, sufficient Acquittances and Discharges for the same, for us and in our Names, from Time to Time, to make and give; and to return and consign all and every the said Debts, Sums of Money, Goods and Effects, which shall be from Time to Time recovered and received, by Virtue of these Presents, to us the said *A. and B.* or one of us at *London*; and generally to do, negotiate, transact, perform and accomplish all other acts, Matters and Things, for us and either of us, and on our and either of our Behalfs, as Executors aforesaid, in and about the Premises, and in, about and concerning the Estate of the said *C. deceased*, in the said Island of *Jamaica*, as fully in all Intents and Purposes, as we or either of us might or could do, if we were personally present: **And likewise** for us and in our Names, and on our Behalf, as Executors aforesaid, to enter into and take Possession of all, every or any the Messuages, Lands and Plantations, late of and belonging to the said *C. deceased*, in the said Island of *Jamaica* aforesaid, with all and every the Buildings, Negroes, Servants, Cattle, Coppers, Mills, Utensils, Appurtenances and Things whatsoever thereunto or to any of them belonging; and from Time to Time to demise and let the same, or any of them, or any Part thereof, by Lease, for such Term or Terms of Years, or at Will, as he our said Attorney shall think fit, and to and for the most Rent that he can get for the same: And in Case he the said *D.* shall think fit, to contract and agree for the Sale of, and to sell and dispose of, at and for such Price, Sum or Sums of Money, as he shall think fit, all or any of the said [Messuages, Lands, Plantations and Premises, with the Appurtenances, or any Part thereof] *or only thus*, Negroes, Coppers, Mills, Utensils and other Things belonging to the Estate of the said *C. deceased*, other than Houses, Lands and Plantations; and upon such Sale or Sales to sign, seal and execute such Contracts, Agreements, Deeds and Writings, [Conveyances and Assurances]; and to do and perform all such Acts and Things for perfecting thereof, as shall be requisite and necessary in that Behalf; and to receive for our Use the Sum and Sums of Money, or Considerations for which the said Premises, or any Part thereof, shall be so sold, and upon Receipt thereof, to give a sufficient Discharge or Discharges for the same: And we the said *A. and B.* do, and either of us doth hereby give and grant unto our said Attorney full Power and Authority, in and touching the Premises, to sue, &c. *(general to)*: **And we** do, and either of us doth hereby also give full Power and Authority unto the said *D.* at his Departure and Returning from *Jamaica* aforesaid for *England*,

land, by Writing under his Hand and Seal for that Purpose, to appoint, authorize and empower such Person or Persons as he shall think fit to be and act as Attorney or Attornies, for and on Behalf of us the said *A.* and *B.* as Executors aforesaid, in the Room and Stead of him the said *D.* and with full Power and Authority to do, transact and perform all and any, or such of the Matters and things which he the said *C.* is herein before, and by Virtue of these Presents, impowered to perform and execute, as he the said *D.* shall think fit, and shall in and by such his Writing in that Behalf authorize, empower and appoint: **And we** do hereby ratify and confirm, and shall and will at all Times hereafter ratify and confirm all and whatsoever the said *D.* and such Person or Persons whom he at his Departure from *Jamaica*, as aforesaid, shall by such his Writing under his Hand and Seal in that Behalf authorize and appoint as Attorney or Attornies for us as aforesaid, or either or any of them, or either or any of their Substitutes, shall legally do, or cause or procure to be acted, done and accomplished, in and touching the Premises: **And we** the said *A.* and *B.* do hereby for ourselves, our Executors and Administrators, covenant, promise and agree, to and with the said *D.* his Executors and Administrators, that we the said *A.* and *B.* our Executors and Administrators, shall and will at any Time or Times hereafter, upon Request in that Behalf, make, do, perform and execute all or any such further and other Acts, Deeds and Things whatsoever for the better Perfecting and Confirming all or any Sale or Sales which shall be made of the said [Messuages, Lands, Plantations and] Premises, or any Part thereof, by him the said *D.* or such Person or Persons as he shall by Writing authorize and appoint to act in the Premises as aforesaid, as shall be reasonably required. **In Witness, &c.**

From a Husband in Right of his Wife, to two Persons jointly, and in Case of the Decease of them, then to the other alone; but if he dies first or leaves his Residence, the other surviving, then to the said Survivor, together with two others jointly, and to the Survivor of those two, to take Possession of Plantations &c. and consign the Effects, &c.

KNOW all, &c. That *A.* of, &c. who married *B.* Daughter of, &c. and Relict and Administratrix with the Will annexed of *C.* late, &c. deceased, hath made and ordained, and by these Presents doth make, ordain, appoint, and in his Place and Stead put and constitute *D.* of, &c. and *E. A.* Son of him the said *A.* now bound out to the said Island of *Jamaica*, jointly, and in Case of the Decease of the said *E. A.* then the said *D.* alone; and in Case of the Decease of the said *D.* or of his Departure from the said Island, then and in such Case the said *A.* doth make and appoint the said *E. A.* together with *F.* and *G.* of the said Island, Merchants, jointly; and in Case of the Decease or Departure of both of them the said *D.* and *E. A.* from the said Island, then and in such Case only, and not otherwise, the said *A.* doth make and appoint the said *F.* and *G.* jointly, and the Survivor of them, or which of them shall continue to reside in the said Island, in Case of the Decease or Departure of either of them from thence, to be the true, certain and lawful Attorney and Attornies of him the said *A.* for him and in his Name to enter into, recover and take Possession, by all lawful Ways and Means whatsoever, of all those Messuages and Tenements in—in the Island of *Jamaica* aforesaid, late in the Possession of ——— Mother of the said *B.* now Wife of the said *A.* which after her Decease came to and were vested in the said *B.* and likewise to enter into, recover and take Possession by all lawful Ways and Means whatsoever, of all and singular the Plantations and Lands, with their and every of their Appurtenances in the said Island of *Jamaica*, which were late the Estate of the aforesaid ——— deceased; and for that Purpose to sue for and prosecute, as Occasion shall require, against all or any Person or Persons whom it shall or may concern, such Action or Actions, Writ or Writs, as they the said *D. E. A. F.* and *G.* or any of them, during such Time as they, or any of them, are by these Presents respectively authorized and impowered to act as the Attornies or Attorney of him the said *A.* shall think fit for recovering the Possession as well of the said Messuages or Tenements, as of the said Plantations, or any of them, or any Part of them; and upon Recovery of such Possession thereof, to demise and let to any Person or Persons as Tenants at Will, the said Messuages, or Tenements and Plantations, or any of them, at and for the most yearly Rent, Sum or Sums of Money and Payments, that can be gotten for the same; and also to inspect, settle and adjust with the Executors or Administrators of *R.* deceased, (who in his Life-time had the Management of the said Plantations) and with *S.* of, &c. aforesaid, the late Attorney of the said *B.* now Wife of the said *A.* and all and every other Person and Persons whom it shall or may concern, all Accounts of and concerning the said Plantations and the Produce and Proceed thereof, and the Charges in and about the same, and the Management thereof, and also for and in the Name of the said *A.* and to and for his proper Use, to demand, levy, sue for, recover and receive by all lawful Ways and Means

Means whatsoever, of and from the said Executors or Administrators of the said R. and the said S. and all and every other Person and Persons whom it shall or may concern, all and singular such Sum and Sums of Money, Goods, Effects, Rents, Profits and Produce whatsoever, which now are and which shall arise, become and grow due, payable and belonging to him the said A. in Right of his said Wife, as well for and in Respect of the said Messuages or Tenements, as of the said Plantations and Premises, or any Part thereof; and for Default of Payment of any Rents, to distrain for the same, and to do and perform all other Acts, Matters and Things necessary for the Recovery of the same Rents, and all or any other Debts, Sums of Money, Goods and Effects which now are, and which shall be due, owing and belonging to him the said A. in Right of his said Wife, as fully as he himself might or could do personally; and upon Receipt or Recovery of all or any such Sum or Sums of Money, Goods, Effects, Rents, Profits, Produce, or any of them, or any Part thereof, sufficient Acquittances and Discharges for the same, from Time to Time, for and on the Behalf of the said A. to make and give, and to remit, return, send and consign all and singular such Sum and Sums, &c. which they the said D. E. A. F. and G. or any of them respectively, at any Time or Times, shall recover and receive by Virtue of these Presents, or the Power and Authority hereby given unto Mr. H. Merchant in London, or to such other Person or Persons as he the said A. shall by Writing under his Hand for that Purpose order and direct: And the said A. doth by these Presents give and grant unto the said D. and E. A. jointly; and in Case of the Decease of the said E. A. then to the said D. alone; and in Case of the Decease of the said E. or of his Departure from the said Island of Jamaica, then unto the said E. A. and F. and G. jointly; and in Case of the Decease or Departure of both of them the said D. and E. A. from the said Island, then unto the said F. and G. jointly, and to the Survivor of them, or such one of them as shall continue to reside there, in Case of the Decease or Departure of either of them from the said Island, full Power and Authority in and touching the Premises, to sue, &c. And the said A. doth hereby ratify and confirm all and whatsoever the said D. E. A. F. and G. or any of them, during such Time as they are by Virtue of these Presents authorized and impowered to act as Attornies or Attorney of him the said A. shall legally do, &c. In Witness, &c.

Another from a Brother and Heir to enter into a Plantation, &c.

— That J. A. of, &c. Brother and Heir of B. late, &c. have made, &c. C. &c. to be, &c. to enter into, &c. a Messuage, &c. and of a Parcel of Land, &c. lying, &c. called, &c. in the said Province of P. or any Part thereof, which lately were the Lands of, or did belong unto my said late Brother B. in his Life-time, or whereof or wherein he was seised or possessed, or had or claimed any Manner of Estate, Right, Title, Interest or Demand, and which by his Decease now belong or come, or ought to descend and come unto me, as or wherein I have or ought to have any Manner of Estate, &c. whatsoever in any Manner of wife; Also for me, &c.

A Letter of Attorney to enter into Premises upon Breach of the Condition in a Lease.

TO all People, &c. I A. of, &c. send Greeting. (Recites a Lease for 21 Years, of Lead Mines, &c. made by A. to B. C. and D.) Nevertheless subject to a Condition or Proviso therein contained, (that is to say) That if the said B. C. and D. their Executors, Administrators or Assigns, did at any Time during the said Term desist, discontinue and give over working the said Lead Mines for the Space of three Months, during the Continuance of the said Lease, or should neglect to pay and set out every ninth, being of the said Lead Ore, for the Use of me, my Heirs and Assigns, that then in every such Case it should and might be lawful for me, my Heirs and Assigns, to enter into and upon the said leased Premises, and every Part and Parcel thereof; any Thing therein contained to the contrary thereof notwithstanding, as by the said Indenture, Relation being thereunto had, may more at large appear: And whereas the said B. C. and D. having desisted, discontinued and given over working in the said Lead Mine for above the Space of three Months, and have broken the said Proviso or Condition: Now know ye, and witness these Presents, that I the said A. do hereby desire, appoint, authorize and impower E. &c. into the said Mines, and all and singular the Premises by me leased unto the said B. C. and D. in or by the said recited Indenture, or into any Part or Parcel thereof, in the Name of the Whole, for me and in my Name to enter, to the Intent to make void the said Indenture, according to the Power in me by Reason of the Breach of the said Proviso or Condition. In Witness, &c.

An Indorsement of the Entry made, pursuant to the foregoing Letter of Attorney.

BE it remembered, That the within named E. in Pursuance of and according to the Power within given to me, or any other Power or Authority whatsoever in me in this Behalf, hath entered upon and into, &c. in the Name of all the said Mines, Hereditaments and Things, in or by the within recited Indenture leased, or mentioned to be leased, unto the within named B. C. and D. for Breach of the within recited or mentioned Condition or Proviso, on Purpose to make void the said Indenture and Lease, and the within recited and mentioned Term of 21 Years. **In Witness, &c.**

Signed, and the Entry above mentioned
made, in the Presence of

*To take possession of a Manor, make Leases, cut down Wood for Repairs, and to repair
and new build any Messuages, and to allow and pay Taxes.*

— And on my Behalf, and to and for my proper Use and Behoof, as Occasion shall require, from Time to Time, to enter into and take Possession of all that my Manor of, &c. and all or any Messuages, Lands, Tenements and Hereditaments thereunto belonging; **And** the same, or any Part thereof, to demise and let by Lease or at Will, to such Person or Persons, and for such Rent and Rents, Fines, or other Considerations, as he shall think fit; and for that Purpose to seal and execute any Lease or Leases of my said Manors, Messuages, Lands and Premises, or any Part thereof; **Also** for me and in my Name, and for my Use, to demand, &c. all such Sum, &c. for Rent or Arrears of Rent, or for any Fines, Forfeitures, or any Perquisites or Profits issuing, or otherwise due, or to grow due and payable out of, for or in Respect of my said Manor, Messuages, Lands and Hereditaments, or any Part thereof, in any Manner of wise: **And** for Default, or upon Non-payment of such Rent, or Arrears of Rent, Sum or Sums of Money, Payments and other Profits, or any Part thereof, from Time to Time, to enter into all or any my said Messuages, &c. either to distrain for the same where such Distress may or can be legally taken, and to sell and dispose of such Distress, and otherwise to act and do therein according to Law, or to such other Ways and Means, for Recovery and Receipt of all or any such Sum and Sums of Money, as he legally can; and also for me and on my Behalf, from Time to Time, when, where, and as often as he shall see Occasion, and think fit, to fell and cut down all or any Timber-Trees, and other Trees, Woods and Underwoods now standing, or which shall or may be standing, growing and being, in and upon my said Manors and Premises aforesaid, or any Part thereof, and the same for me and for my Use either to sell, or to use and dispose of for Repairs, or otherwise, in and about my said Manor, &c. as he shall think fit; and likewise to repair, take down and new build all or any such Houses or Building in and about my said Manor, Lands and Grounds, where he shall think fit, necessary, or Occasion shall be or require; and to allow and pay all Taxes and other Payments which shall grow and become due for and in Respect of the said Premises: **And, &c.**

To receive and recover Rents.

— (As in the first Letter of Attorney to) all such Rents and Arrearages of Rent which now are or hereafter shall grow due from him the said E. F. out of and from all those my Lands, &c. — at — and upon Non-payment thereof, for me and in my Name to enter into and upon the said Lands and Premises, and seize and distrain all or any Goods or Chattels that shall from Time to Time be found upon the Premises, or any Part thereof, or to make such Distress of the Premises as the Law permits; and the Distress or Distresses so made to detain, until Payment of such Rent or Rents shall be made, or the same shall be delivered by due Course of Law, and for Non-payment to dispose thereof according to Law, or to proceed in my Name, or otherwise, by Action, Suit, Bill or Complaint, or take such other lawful Ways and Means for the Recovery thereof, as my said Attorney shall think fit; and on Receipt thereof, &c.

To demand Rent, and take Possession in order to Ejectment.

— Receive of E. F. the Sum of — for one Half Year's Rent due to me at — last for — in — and on Receipt thereof to give a sufficient Discharge for the same; and on Default of Payment thereof, for me, and in my Name, to enter into, upon, and take Possession

session of the said — and — Premises, and to detain and keep such Possession for my Use; and whatsoever my said Attorney shall lawfully do in the Premises, I do hereby ratify and confirm. *In Witness, &c.*

A Memorandum of a Demand of the Rent.

Memorandum, That (by Virtue of the above Letter of Attorney) on — the — Day of — in the Year of our Lord — between the Hours of — in the — noon of the same Day, at the Fore Door of the House of the said E. F. he being there present, I demanded — l. for Half a Year's Rent due from the said E. F. to Mr. A. B. at — last, and at the same Time shewed him the said Letter of Attorney.

In the Presence of
J. K.

C. D.

A Memorandum of a Demand of Possession.

Memorandum, That on E. F.'s refusing to pay the Rent above demanded, Mr. A. B. himself did, on — Day of — in the Year aforesaid, before Sun-set, at the Fore Door of the said House, demand Possession of the House and Lands above mentioned.

In the Presence of
C. D.

To demand Rent, and on Default of Payment to re-enter, according to a Proviso for such Re-entry in a Lease.

— To demand and receive of and from J. L. of — on the 28th Day next after the Feast of the Annunciation of the Blessed Virgin Mary next coming at — commonly called or known by the Name of — situate, &c. — l. of lawful Money of Great Britain, which will become due unto me the said F. from the said J. L. at the said Feast of the Annunciation of the Blessed Virgin Mary next coming, for one Half Year's Rent for the said Messuage, Lands and Tenements, with the Appurtenances thereto belonging, which by an Indenture of Lease, bearing Date the — Day of — in the Year of our Lord — were by the said A. B. demised unto the said J. L. for a certain Term of Years yet unexpired: **And** for Default of Payment of the said — l. I give and grant unto my said Attorney full Power and Authority to enter into and upon the said Messuage and Premises by the before mentioned Indenture of Lease demised, and thereof for me and in my Name, Stead and Place, to take Possession, to the Intent that the Indenture of Lease may become void, according to a certain Proviso in the said Indenture contained: **And further**, to do and perform all Things requisite and necessary to be done in and about the Execution of these Presents, according to the true Intent and Meaning thereof. *In Witness, &c.*

To take Possession of Lands newly purchased.

— To take and receive peaceable and quiet Possession and Seisin of and in all that Messuage or Tenement, and all and singular the Lands, &c. with the Appurtenances, situate, &c. lately bargained and sold by F. J. of — unto me the said R. C. **And** the same Possession so had and taken, to detain and keep, to the only Use and Behoof of me the said R. C. my Heirs and Assigns, according to the Tenor and true Meaning of the Indenture, whereby the said Premises are conveyed unto me: **And** I do hereby ratify, allow and confirm all and whatsoever my said Attorney shall do, or cause to be done, in or about the Premises, by Virue of these Presents. *In Witness, &c.*

To enter on Land, and to sue for it, or compound.

— To enter into and take Possession of all that Messuage, &c. **And** also for me and in my Name to sue forth and prosecute against any Person or Persons whatsoever, any Writ or Writs, Action or Actions, as to him shall seem meet, for the recovering or obtaining the Possession or Seisin of the said Premises, or any Part thereof: **And further**, to do and execute all and every other Act and Thing tending to the Recovery of my Estate and Right in the said Messuage and Lands, or any Part thereof: **And further**, I do hereby give and grant unto my said Attorney my full and whole Power and Authority for me, and in my Name, Stead and Place, to make and conclude with any Person or Persons any Agreement whatsoever touching the Premises, in as full and ample a Manner as I myself could do in my own Person. **And** I do hereby ratify, &c. (as above to the End.)

To take Possession of a Messuage extended by the Sheriff upon a Statute.

— To take and receive of the now Sheriff of the County of S. peaceable and quiet Possession, as well of and in one Capital Messuage, &c. as of and in, &c. all and singular which said Lands and Premises were lately belonging unto R. R. and which the said Sheriff hath extended by Virtue of a Writ of Extent to him directed, on a Statute for — I acknowledge and entered into by R. R. unto me the said R. C. giving, and by these Presents granting unto my said Attornies and each of them, full Power and Authority for me, and in my Name, to do, execute and accomplish all and whatsoever shall be needful and necessary to be done in or about the Premises by these Presents: **And** I hereby ratify, allow and confirm, &c.

To sell South-Sea Stock.

— And to my Use to sell, assign and transfer — I. *South-Sea Stock*, to which I am intitled, as by the Books of the Company appears, or any Part thereof, to such Person or Persons as shall buy and accept the same, at and for such Price, and in such Manner, as my said Attorney shall think fit, and to receive the Consideration Money for the same; and upon Receipt thereof, Acquittances and Discharges for me, and in my Name, or otherwise, to make, sign and give; hereby ratifying, &c.

A Transfer of Stock entered in the Books of the South-Sea Company.

I A. B. do hereby sell, assign and transfer unto C. D. one Share in the Stock of the Company of — (or 100 l. *South-Sea Stock*) with all the present and future, for the Sum of — **Witness** my Hand the — Day of —

A. B.

An Acceptance of the Stock.

I C. D. do hereby accept the above Share in the Stock of — **Witness** my Hand, &c. C. D.

A Power to receive Dividends of South-Sea Stock.

S I R,

PRAY pay to Mr. A. B. or Order, my Dividend for — I. Capital Stock, to which I am intitled in the Books of the *South-Sea Company*, for the Half Year due at *Lady-Day* last, and this shall be your sufficient Warrant. Dated at — the — Day of — in the Year of our Lord —

C. D.

To Mr. C. L. Accomplant to
the *South-Sea Company*.

To acknowledge a Deed before a Master in Chancery, or a Judge of the King's Bench, in order to Inrolment.

To all to whom these Presents shall come, E. C. of — sends Greeting. **Whereas** I the said E. C. have signed, sealed, and as my Act and Deed delivered one Indenture, bearing Date — last past, made between myself of the one Part, and J. H. of — and J. G. of — and several other Persons therein named as Trustees, of the other Part, purporting, &c. as by the said Indenture may appear: **And** being desirous that the said Deed may be inrolled in one of his Majesty's Courts of Record at *Westminster*: **Now know ye** by these Presents, that I the said E. C. **have** made, ordained, constituted and appointed, and by these Presents **do** make, ordain, constitute and appoint T. E. of — and — and J. E. of — my true and lawful Attorney and Attornies, jointly and severally, for me and in my Name to appear in his Majesty's High Court of Chancery, or before any Master of the said Court, or in his said Majesty's Court of King's Bench, or before any or either of his said Majesty's Justices of the said Court, and for me, and in my Name, to acknowledge the said Indenture to be my own proper Act and Deed, and likewise for me, and in my Name, to desire and request, that the said Indenture may be inrolled in one of the said Courts, and for me and in my Name to act and do all other Matters and Things necessary and expedient to be done in order to procure the Inrolment of the said Indenture; hereby ratifying, allowing and confirming, &c.

To Persons in Maryland, to acknowledge a Deed there, to the Intent the same may be register'd according to the Custom of the Country.

TO all, &c. I *A.* of, &c. send Greeting. **Whereas** I the said *A.* have on the Day of the Date of these Presents signed, sealed and executed in due Form of Law, in the Presence of *C. D. E. F.* and *G.* who have likewise subscribed their Names as Witnesses to these Presents, a Deed or Indenture, whereby I have, for the Consideration therein mentioned, granted, conveyed and releafed unto *B.* of, &c. and his Heirs and Assigns for ever, all my Estate, Right, Title, Inheritance, Equity and Benefit of Redemption, Claim and Demand in Law and Equity, of, in and unto two Tracts of Land, the one called the — and the other the — or howsoever else the same are called, situate and being in, &c. with the Appurtenances thereunto belonging; which Premises were formerly mortgaged by me to the said *B.* and my said Right of Redemption thereof, being by Decree or Order of the High Court of Chancery in *Maryland* aforesaid foreclosed, the Execution of which Deed or Release as aforesaid I do hereby acknowledge, and for further perfecting thereof, and making the same more effectual and binding according to the Laws of the said Country, I the said *A.* do hereby authorize and empower *H.* of, &c. in the Province of *Maryland* aforesaid, Gentleman, *J. K. L.* &c. and the aforesaid *E.* of *London*, Mariner, jointly, or any one, two or more of them, for me and on my Behalf to acknowledge the said Deed or Indenture so by me executed as aforesaid, before such Person or Persons in *Maryland* aforesaid, who are or shall be authorized to receive the same, and to cause or procure the said Deed or Indenture to be registred in all or any Court or Courts, Place or Places in *Maryland* aforesaid, according to the Laws and Customs of the said Country, as fully and effectually to all Intents as I myself might or could do were I there personally present and did the same: And I the said *A.* do hereby ratify and confirm the said Acknowledgment and Registring of the said Deed or Indenture so to be had and made by the said *H. J. K. L.* and *E.* jointly, or any one, two or more of them as aforesaid. **In Witness, &c.**

From a Son and Heir to surrender Copyhold Lands to the Use of his Will.

By these Presents, I *S. C.* of — Son and Heir of *J. C.* do make, ordain and appoint *T. C.* of — and *J. L.* of — my true and lawful Attornies, jointly and severally, for me and in my Name, Stead and Place, to surrender into the Hands of the Lord of the Manor of *B.* in the County of *S.* according to the Custom of the said Manor, all and singular the Messuages, Lands, Tenements and Hereditaments, with the Appurtenances, of me the said *S. C.* within the Manor aforesaid, and all such Messuages, Lands, Tenements and Hereditaments, with the Appurtenances, holden by Copy of Court-Roll of the Manor aforesaid, whereof the said *J. C.* my Father lately died seised, to the Use and Behoof of such Person and Persons, and for such Estate and Estates, as I the said *S. C.* by my last Will and Testament in Writing shall direct and appoint. **In Witness, &c.**

From a surviving Trustee, to surrender Copyhold Lands to the Use of himself and two new Trustees.

NOW, &c. That I Sir *J. W.* of *L.* Knight, one of the Customary Tenants of the Manor of *W.* in the County of *E.* and also surviving Trustee of the Premises herein after mentioned, for divers good Causes and Considerations me hereunto moving, **Have**, made, &c. and by these Presents **Do** make, &c. *J. P.* of, &c. my true and lawful Attorney, for me and in my Name, at or before the next general Court to be holden for the said Manor, or any other succeeding Court, to surrender into the Hands of the Lord of the Manor aforesaid, by the Rod, by the Hands and Acceptance of *J. P.* Gent. Steward of the said Manor for the Time being, all those — Acres of Customary Land, with the Appurtenances, lying and being in, &c. within the Jurisdiction of the Manor aforesaid, and in the Tenure of the Lord Mayor, Commonalty and Citizens of the City of *London*, and in the Occupation of the Bridgemasters, or their Assigns, or Under-tenants, and all my Estate, Right and Interest, both in Law and Equity, of, in and to the said Premises, and every Part and Parcel thereof, to the Use and Behoof of me the said Sir *J. W.* and of *H. P.* Esq; and *R. L.* Esq; Aldermen of the City of *London* aforesaid, and of the Heirs of the Survivor and longer Liver of me the said Sir *J. W.* and of the said *H. P.* and *R. L.* for ever; **In Trust** for the Reparation of *London* Bridge; hereby ratifying and confirming all and whatsoever my said Attorney shall lawfully do or cause to be done in and about the Premises. **In Witness, &c.**

A Letter of Attorney from a Son and Heir, to surrender Copyhold Lands that were mortgaged. (a)

KNOW, &c. That I R. B. of, &c. (Son and Heir, and also Executor and Residuary Legatee of the last Will and Testament of R. B. my late Father deceased,) for divers good Causes and valuable Considerations me hereunto moving, **Have** deputed, authorized, impowered and desired, and by these Presents **Do**, &c. A. and B. of, &c. (Feoffees or Trustees of my said late Father deceased,) **At** the next or some other Copyhold or Customary Court to be holden for the Manor of M. in the County of N. to surrender and release into the Hands of the Lord or Lords of the said Manor for the Time being, according to the Custom of the said Manor, **All** those Customary or Copyhold Lands, &c. and all other the Lands, Tenements and Hereditaments, which at a Court held for the said Manor on or about the—Day of, &c. were surrendered into the Hands of the Lord of the said Manor by W. P. Esq; (since deceased) and J. H. and O. O. (since likewise deceased) his then Trustees; **To the Use** and Behoof of the said A. and B. their Heirs and Assigns, **In Trust** to perform the last Will and Testament or other free Disposition of my said Father in Mortgage, with their and every of their Appurtenances; and all the Estate, Right, Title, Interest, Property, Claim and Demand whatsoever, either at Law or in Equity, as well of the said A. and B. as of me the said R. B. of, in, to and out of the same; **To the Use** and Behoof of C. and D. of, &c. their Heirs and Assigns, **Nevertheless** as Feoffees, and upon the special Trust and Confidence therewith to fulfil the last Will and Testament or other free Disposition of E. P. Widow and Relict of the said W. P. **And** for Default of such Will or Disposition, **In Trust** for the Heirs or Assigns of the said E. P. hereby ratifying and confirming what they the said A. and B. shall do pursuant to the Power hereby given. **In Witness**, &c. (b)

A Letter of Attorney to take Admittance to Copyhold Lands, and after Admittance to surrender.

Tall Christian People to whom these Presents shall come: I A. T. Gent. Cousin and Heir of L. T. Doctor in Divinity, to wit, the Son of R. T. Gent. who was the Brother of the said L. send Greeting. **Whereas** R. C. and E. his Wife, on the, &c. which was in the Year of our Lord, &c. did surrender into the Hands of the Lord of the Manor of B. in the County of S. one Close of Land called *Breeches*, alias *Newels*, containing by Estimation ten Acres (being Parcel of one Yard of Boardland, called *Fairmanners*;) and one other Close of Land called *Breeches*, containing by Estimation six Acres; and one Close of Land called *Downcroft*, containing by Estimation five Acres, lying in W. in the said County, and holden by Copy of Court Roll of the said Manor, by the yearly Rent of 7 s. 2d. to the Use and Behoof of the said L. T. and of his Heirs for ever, according to the Custom of the Manor aforesaid, upon a Condition for making void thereof, if the said R. C. and E. his Wife should pay unto the said L. T. 106 l. at several Days long since past. **And whereas** the said Surrender was made unto the said L. T. in Trust for the Dean and Chapter of the Cathedral Church of, &c. and the Monies thereupon lent were the proper Monies of the said Dean and Chapter, and the Condition of the said Surrender is not yet performed. **Now know ye**, that I the said A. T. in Discharge and Performance of the Trust in the said L. reposed as aforesaid, at the Request and by the Direction of the said Dean and Chapter, do by these Presents make, authorize, appoint, and put N. C. of the City of, &c. in the County aforesaid, Gent. my true and lawful Attorney, for me and in my Name, Stead and Place, and to my Use, to receive, have and take Admittance of and from the Lord of the Manor of B. aforesaid, or his Steward of his Court there, of, in and to the said several Closes of Land and Premises before mentioned, with the Appurtenances, according to the Custom of the Manor aforesaid; and at any Time after such Admittance so had and taken, to surrender into the Hands of the Lord of the said Manor, all the said several Closes of Land and Premises, with the Appurtenances, to the Use and Behoof of such Person or Persons and their Heirs, as the said Dean and Chapter shall appoint: **And further**, to do and execute

(a) Note; W. P. Esq; deceased, some Time since surrendered Copyhold Lands held of the Manor of M. to Trustees, in Trust for R. B. Esq; deceased, by way of Mortgage for securing 100 l. and Interest, which afterwards was paid off; so R. B. Esq; Son and Heir and Executor of the said R. B. gives a Letter of Attorney to his Feoffees or Trustees to surrender mortgaged Premises to the Use of Mrs. P.

(b) There was also an Acquittance for the Money from R. B. and his Release of all Claims to the Lands mortgaged.

ecute every Act and Thing necessary or expedient to be done in or about such Admittance and Surrender as aforesaid, as fully and amply as I the said *A. T.* might or could do in my own Person. *In Witness, &c.*

To empower a Person to be admitted to a Copyhold Estate, and to let the same.

NOW, &c. That I *R. T.* of — youngest Daughter and Heir, (according to the Custom of the Manor of —) of *A. B.* of — deceased, **Have** made, ordained, constituted and appointed, and in my Place and Stead put, and by these presents **Do** make, &c. *J. R.* of — my true and lawful Attorney for me and in my Name as such Heir of the said *A. B.* as aforesaid, and to and for my sole and proper Use and Behoof, to appear at the next general Court Baron to be holden for the said Manor of — or at any other subsequent Court Baron to be holden for the same Manor, and then and there to pray Admittance and to be admitted to **All** that Copyhold, &c. **To hold** the said, &c. **To the Use** of me the said *R. T.* my Heirs and Assigns for ever, at the Will of the Lord, according to the Custom of the said Manor; **And also** in my Name to pay a Licence to let the said, &c. with their and every of their Appurtenances for such Time or Term of Years as he shall think proper, **And also** for me and in my Name to let the said, &c. with the Appurtenances, unto such Person or Persons as he shall think fit. *In Witness, &c.*

To be admitted into Copyhold Lands, and afterwards to surrender the same to the Use of the Cestuy que Trust

TO all, &c. *W. P. W.* of, &c. Esq; sendeth Greeting. **Whereas** *T. V.* of, &c. and *J.* his Wife, did on, &c. last past, out of Court, surrender into the Hands of the Lords of the Manor of *R.* in the said County of *M.* by the Hands and Acceptance of *W. L.* Esq; Steward of the said Manor, **All** those six Sellions of Customary Lands in *R.* within the said Manor, with their and every of their Appurtenances then or then late in the Tenure of *M. G.* Widow, and all other the Customary Lands and Hereditaments which he the said *T. V.* in his own Right did hold of the said Manor of *R.* **To the Use** and Behoof of the said *W. P. W.* and his Heirs, **As** by the said Surrender may appear. **Now**, &c. that the said *W. P. W.* hath, and by, &c. **Doth** nominate, constitute and appoint *D. W.* of, &c. and *J. B.* of, &c. jointly or severally, for him the said *W. P. W.* and in his Name and Stead, **To** receive, have and take Admittance of and from the Lords of the said Manor of the said six Sellions of Lands, Hereditaments and Premises upon the said Surrender, and according to the Custom of the said Manor, **And** immediately after such Admittance as aforesaid, in the Name and Stead of the said *W. P. W.* to surrender all the said six Sellions of Lands, Hereditaments and Premises, and all other his Copyhold Lands and Hereditaments held of the said Manor, into the Hands of the Lords of the said Manor, **To such Uses**, Intents and Purposes as he the said *W. P. W.* hath or shall at any Time hereafter, by his last Will and Testament in Writing, already by him signed, sealed, and published or declared in Presence of two or more Witnesses, or hereafter to be signed, sealed, published or declared, and to be attested as aforesaid, give, devise, limit or appoint the same. *In Witness, &c.*

To receive the Rents of a Copyhold Estate.

NOW, &c. that we Sir *J. W.* of *London*, Knt. *H. P.* and *R. L.* both of *London* aforesaid, Esqrs; Trustees of the Premises herein after mentioned, **Have** made, &c. and by, &c. **Do** make, &c. *J. R.* of, &c. our true and lawful Attorney, for us and in our Names, at the next or any succeeding Court to be held for the Manor of *W.* in the County of *E.* to ask and demand Admittance to all those — Acres of Land with the Appurtenances, lying and being in, &c. within the Jurisdiction, and held of the Manor aforesaid, by the Copy of Court-Roll, and in the Tenure of the Lord Mayor and Commonalty and Citizens of the City of *London*, and in the Occupation of the Bridgemasters or their Assigns, or Under-tenants, to the Use and Behoof of us the said Sir *J. W.* *H. P.* and *R. L.* and the Heirs of the longer Liver of us the said Sir *J. W.* *H. P.* and *R. L.* **In Trust** for the Reparation of *London* Bridge, to be holden of the Lord of the Manor aforesaid, according to the Custom of the said Manor, by the Rents and Services of Right due and accustomed; hereby ratifying, &c. *In Witness, &c.*

To receive Rents of several Messuages from several Persons, to demand, &c.

— Of and from all and every the Tenants of all or any Messuages, Lands, Tenements and Hereditaments, situate, &c. and all other Person or Persons whom it doth or shall concern,

concern, all such Sum and Sums of Money, which now is, are, and which shall be and grow due, owing and payable to me for Rents, or Arrears of Rent, for and in Respect of all or any my Messuages, &c. at, &c. aforesaid, (granted to them or any of them by Lease or otherwise), and in Default for Non-payment of such Rent, or Arrears of Rent, or any Part thereof, from Time to Time, to enter into all, or any my said Messuages, &c. or any of them, or any Part thereof, and to distrain for the same, and the Distress and Distresses there found, to lead, drive, carry away, sell and dispose of, and to act and do therein in all Respects as the Law in that Behalf directs: *And to do and perform all other Matters and Things relating thereunto, as fully as I myself might or could do personally: And upon Receipt, &c.

Another.

And use other Means, ***AND** to use and take all or any other lawful Remedies, Ways, Means and Advantages whatsoever, for or upon Default or Non-payment of all or any such Rent, or Arrears of Rent: **And likewise** to transact, do, perform and accomplish all other Affairs whatsoever, relating to all or any my said Messuages or Tenements, as Occasion shall require, as fully as I myself might or could do, were I personally present; **And** upon Receipt or Recovery of all or any such Rent, or Arrears of Rent, sufficient Acquittances, &c. Giving, &c.

The like, of one Person.

— To demand, &c. of and from C. of, &c. his Executors, &c. and his and their Undertenants, and all other Person and Persons whom it doth or shall concern, all such Sums, &c. by and from the said C. for Rent, and Arrears of Rent, for a Messuage or Tenement, situate, &c. and other Messuages and Premises which he holds by Lease, from me the said A. and to call the said C. to an Account, and to settle and adjust all Accounts with him concerning the Premises; and if need be, to enter, &c.

To receive Quit-Rents of a Manor.

— For Quit-Rents and Arrears thereof, for all or any Messuages, Lands, Tenements or Hereditaments, within or belonging to the Manor of H. in the County of — And in Case of Default of Payment of such Quit-Rent, or Arrears thereof, or any Part thereof, to enter, &c.

From a Person impowered by a Letter of Attorney to another, to receive Rents and make Leases, and to sell a Pew, for his and the other's (by whom he is impowered) joint Account.

KNOW, &c. that J. A. &c. the lawful Attorney of B. &c. have made and ordained, and by these Presents (by Virtue of the Power and Authority to me in that Behalf given by the said B. by a certain Writing or Letter of Attorney under her Hand and Seal, dated, &c. now last past) do make, ordain, &c. C. of, &c. and do hereby authorize and empower him to act, as and to be the Attorney of the said B. in her Name to demand, &c. of, &c. and from all and every the Tenants of, &c. belonging to the said B. in, &c. and all others whom it shall or may concern, all such Sum, &c. payable to the said B. for Rent, &c. and in Default, &c. to enter, &c. and to distrain, &c. **And** for Default of Payment thereof, to enter in the Name of the whole, and Possession to take; **And** in the Name of the said B. to make, seal and execute any Lease or Leases of the said Messuages, or any of them, for any Term or Number of Years; and in the Name of the said B. to bring any Ejectment or Ejectments thereupon, as in such Cases is usual: **And** I the said A. as well on the Behalf of the said B. and by Virtue of the Power aforesaid, as in my own Right, do further hereby authorize and empower the said C. to demand, recover and receive, as well of and from D. &c. as all others whom it doth or shall concern, all such Sum and Sums of Money, due, payable or belonging, or which shall be and grow due and payable to the said B. and me the said A. for Rent and Arrears of Rent, for a Seat or Pew, N^o—in St. G.'s Church, belonging to the said B. and me the said A. equally; and to contract and agree for the Sale, and to sell and dispose, as well of the Moiety, or one half Part belonging to the said B. as the other Moiety or half Part thereof, belonging to me the said A. of and in the said Pew, and of all our, and either of our Terms, Rent and Interest therein and thereunto, to such Person or Persons, and for such Sum or Sums of Money as he shall think fit, and to seal

seal and execute such Deed or Writing as shall be requisite in that Behalf; and upon Receipt of all or any Rents, or Arrears of Rents, and other Sum and Sums of Money, by Virtue of these Presents, to make and give sufficient Discharge and Discharges for the same from Time to Time: And I the said *A.* do hereby give and grant unto the said *C.* all my full Power and Authority, as Attorney of the said *B.* and otherwise in and touching the said Premises, to use, have and take all lawful Ways and Means, in and for Recovery and Receiving of the said Rents and Arrears of Rent, and other Sum and Sums of Money, or any Part thereof; and to do and perform all other Matters and Things in and to the Premises requisite and necessary, as fully as I myself might or could do, by Virtue of the Power to me given by the said *B.* or otherwise: And I do hereby ratify, &c.

To receive Rents, and to recover and receive several Debts from several Persons, with an Assignment of the Debts and Declaration of Trust thereof, with a special Covenant.

I *NOTA*, &c. that I *B. H.* of London, Merchant, have made, ordained, constituted and appointed, and by these Presents do, &c. *W. E.* of the Town and Port of Dover, my true and lawful Attorney irrevocable, and do hereby likewise give unto my said Attorney Rent and Arrears at Dover, my full Power, and lawful and absolute Authority to ask, sue for, levy, require, recover and receive, all and all Manner of Rent and Arrears of Rent, that are now due and owing to me by *T. S.* Esq; Mayor of Dover, and the Widow *J.* and the same to detain and keep to his own proper Use and Behoof; and likewise to recover, receive and take of *J. P.* of Calais, Debts in France, &c. and his Mother, a Debt of 200 Crowns of French Money; and likewise to receive, take, sue for and recover 47 *l.* 10 *s.* of and from *J. D.* of, &c. and likewise to receive, take, sue for, and recover of and from *H. B.* of, &c. (other Debts, &c.) And upon Receipt of all and every or any Part of the Sums of Money, to give seal and deliver such Acquittances and other legal Charges as the Law will allow, and as I myself might do were I personally present; and whatsoever my said Attorney shall do, or cause to be done, about or concerning the Premises, I the said *B. H.* do and shall ratify, confirm and allow as fully and amply, to all Intents and Purposes as if I myself were personally present and did the same: And I do hereby grant and assign all and every the said Debts, and the Monies to be recovered by Reason of the same, to the said *W. E.* his Executors and Assigns, And I do hereby declare, that the said several Debts with me so contracted, and to me now legally due as aforesaid, were so contracted, and were so due to me in Trust for the said *W. E.* his Executors, Administrators and Assigns; And I do hereby, for myself and my Heirs, covenant and grant, to and with the said *W. E.* his Executors and Assigns, that I the said *B. H.* have not, nor that I, my Executors or Administrators shall not, nor will release, discharge, make void, or obstruct the Recovery of the said Debts, or any Part of them, or any of them. In Witness, &c.

Perused and settled by Mr. Serjeant *S.*

From three Executrixes to receive Debts, Rents, and to let, &c. their late Testator's Estate.

I *NOTA*, &c. that *S. B.* of — Widow, *C. H.* of — Widow, and *E. R.* Wife of *J. R.* of — the three Executrixes of the last Will and Testament of *G. S.* of — Gent. deceased, hath, and each of us hath nominated and appointed, and by these Presents do, and each of us doth nominate and appoint *F. T.* of, &c. our true and lawful Attorney, for us and in our Name, and for our Use, to ask, sue for, recover and receive all and every Sum and Sums of Money, Debts, Dues and Demands, of what Nature or Kind soever, now due or owing unto the Estate of the said *G. S.* deceased, from any Person or Persons whatsoever or wheresoever; And also all the Rents and Arrears of Rents now due, or which at any Time or Times hereafter shall grow due, for all or any of the Manors, Messuages, Lands, Tenements and Hereditaments, late of the said *G. S.* deceased, in the said County of — or elsewhere in the Kingdom of England, of and from the respective Tenants or Occupiers thereof, And to let, set or lease out, or to contract for letting out, all or any of the said Manors, Messuages, Lands, Tenements and Hereditaments, in such Manner and to such Person or Persons, and at such Rent or Rents, as he the said *F. T.* shall think proper; And for Non-payment of such Sum or Sums of Money, Debts, Dues, and Demands, so due and owing, or of the said Rents, or Arrears of Rents, of all or any of the said Manors, Messuages, Lands, Tenements and Hereditaments, of and from all or any the Tenants or Occupiers thereof, to sue, prosecute, levy and distrain, for or in Respect of the same, according to the proper Rules of Law in that Behalf, for recovering of Debts and Rents; and upon Payment of any Sum or Sums of Money, be it for Debt or Rent, to sign, seal or execute

such Discharge or Discharges for the same as shall be proper, and also to seal and execute any Lease or Leases, Contracts or Agreements which he shall so make as aforesaid of and concerning the said Manor, Messuages, Lands, Tenements and Hereditaments, to such Person or Persons for such Term or Terms of Years, and at such yearly reserved Rent or Rents as he shall judge proper; and generally to do, or cause to be done, all such Act or Acts, Thing or Things whatsoever, in or about the Premises, as shall be necessary and requisite to be done, as fully and effectually to all Intents and Purposes whatsoever, as we the said J. B. C. H. and E. R. might or could do in our proper Persons, if these Presents had not been made or executed; and we do hereby ratify, allow and confirm all and whatsoever our said Attorney shall lawfully do, or cause to be done, by Virtue of these Presents. **In Witness, &c.**

To reckon with a Tenant, &c. for Money received by him pursuant to a Power, and to receive Rent, and pay, compound and agree for a Heriot to the Lord of the Manor, and to demand Admittance.

— That A. &c. and B. his Wife, Relict of C. her late Husband deceased, do hereby make, &c. D. &c. and E. &c. jointly and severally, to call to account and reckon with F. &c. for and to demand and receive of him all Sum and Sums of Money (by him received, by or by Virtue of a Power to him granted from G. late Father of the said B. deceased) which are now due or payable to the said A. and B. his Wife; and also to demand, &c. all such Rent, &c. by and from J. C. &c. for and in Respect of, &c. now in his Possession, and upon Non-payment thereof to enter, &c. **And also** for them and in their Names and on their Behalfs, to pay or compound and agree for the Heriot, or such Part thereof as to them belongs, which is payable in respect of their Part of the said Premises, in the Occupation of the said J. C. to the Lord of the Manor, of whom the same are held; and for and in the Name and on the Behalf of the said B. to demand Admittance, and to be admitted to the said Messuages, &c. according to the Will of the said G. and to do and perform all such other Matters and Things as shall be requisite and necessary in and concerning the Premises: Giving, &c.

To execute a Lease of a House.

To execute
Deeds, &c.

To all, &c. I S. H. of, &c. Esq; send Greeting. **Whereas** I the said S. H. have agreed to let to the Right Honourable Lord L. all that my new erected Messuage, &c. situate, &c. for — Years, from — at and under the yearly Rent of — payable quarterly, without any Deduction for any Taxes parliamentary, parochial, or otherwise whatsoever: **And whereas** I am going into Foreign Parts beyond the Sea, and therefore have agreed with the Lord L. to make J. M. of M. Goldsmith, my lawful Attorney, to execute such Lease of the Premises: **Now know ye**, that I the said S. H. have made, ordained, constituted and appointed, and in my Place and Stead put, and by these Presents **Do** make, ordain, constitute and appoint, and in my Place and Stead put the said J. M. my true and lawful Attorney, for me and in my Name, and as my Act and Deed, to sign, seal and deliver an Indenture of Lease of the said Messuages, &c. to the said Lord L. for — Years from — last past, under the yearly Rent of — l. &c. payable quarterly at the Shop of the said J. M. in — without any Deduction for any Taxes parliamentary, parochial, or others, and with such reasonable Covenants as are usual in Leases between Landlord and Tenant, and to do, or cause to be done, all such further Acts, Matters or Things, as are necessary for making the said Lease, and whatsoever my said Attorney shall do, or cause to be done, in and about the Premises, I do hereby ratify and confirm the same, as fully as if I were present, and did the same in my own proper Person. **In Witness, &c.**

From a Residuary Legatee, to make Leases of an Estate in Scotland for 21 Years or three Lives, at the best improved Rent.

To all, &c. F. B. of, &c. Esq; Residuary Legatee of B. B. late of, &c. Esq; deceased, sendeth Greeting. **Whereas** the said F. B. is seised of and in several Messuages, &c. in and about C. in the County of S. which he is willing and desirous should, from Time to Time, be let and set for his best Advantage: **Now know ye**, that the said F. B. reposing great Trust and Confidence in F. H. of, &c. Gent. hath constituted, &c. and by, &c. doth hereby constitute, &c. the said F. H. his true and lawful Attorney and Agent, and doth hereby empower, give Warrant and Authority unto the said F. H. for him and in his Name, by any Writing or Writings under his Hand and Seal, testified by two or more credible Witnesses, to make any Lease or Leases, Demises or Grants of the said

Messuages.

Messuages, &c. or any Part or Parcel thereof, unto any Person or Persons whatsoever for the Term of 21 Years or under, or for one, two or three Life or Lives, or for 99 Years if three Lives, or any of them shall so long live, in Possession, and not in Reversion, so as upon all and every such Lease and Leases there be reserved payable, during the Continuance thereof, the yearly Rents that are now reserved and payable, or the best improved Rent that can be had or reserved for the same, with such Covenants, Grants, Agreements and Conditions, to be contained in the several Writings as are usual in Leases in the Kingdom of Scotland; And the said F. B. for himself, his Heirs and Assigns, doth hereby ratify, confirm and allow, all and every Act and Acts, Thing and Things, which the said F. H. shall do by Virtue of these Presents. **In Witness, &c.**

For one to execute Writings for others.

— Now this Indenture witnesseth, that they the said F. D. and T. M. have, and each of them hath directed, authorised and appointed, and by these Presents Do, and each of them Doth direct, &c. the said Sir T. H. and F. M. and either of them, to sign, seal and execute the before recited Indenture *Quinquartite*, and to deliver the same as his and their respective Act and Acts, Deed or Deeds, to the Use and Uses of the Person and Persons therein named, to take and have the Benefit thereof and thereby. **In Witness** whereof they the said F. D. and T. M. have hereunto set their Hands and Seals, the, &c.

From a Papist to register his Estate pursuant to Act of Parliament.

I **N**OW all Men, &c. that I A. R. Widow and Relict of J. R. of D. deceased, have made, &c. and by, &c. Do make, &c. A. B. of, &c. and C. D. of, &c. or either of them jointly and severally, my true and lawful Attorney and Attornies, for me and in my Name, Place and Stead, to register, or cause to be registered my Name and all my Real Estate in the County of N. and to subscribe my Name in open Sessions to such Registry-Books or Rolls as the Clerk of the Peace for the said County of N. or his Deputy shall prepare for that Purpose, and to perform and fully execute for me and in my Name, Place and Stead, all such Act and Acts, Thing and Things whatsoever, requisite or necessary for registering my Name and Real Estate, as I am any wise obliged or required to do, in and by the late Act of Parliament, made in the first Year of our present Majesty's Reign, entitled, An Act to oblige Papists to register their Names and Real Estates, as fully to all Intents, Constructions and Purposes whatsoever, as I could do the same and were actually present and did the same in my own proper Person; And whatsoever my said Attorney or Attornies shall do, or cause to be done in and about the Premises, I do hereby ratify and confirm the same. **In Witness, &c.**

To let a Ship and seal a Charter-Party.

— That J. A. &c. Part-Owner of the good Ship or Vessel called the L. Burthen, &c. now, &c. whereof M. is Master, have made, &c. and by, &c. do make, ordain, constitute, authorise and empower B. of, &c. to be my true and lawful Attorney for me and in my Name, and on my Behalf, to let the said Ship to Freight to such Merchants as shall hire the same for a Voyage to A. in Russia this present Season, and back to L. to take in, &c. (such Goods, and at such Rates, and as in a Charter-Party); and for me and on my Behalf, or for and on the Behalf of the said Master of the said Ship, to seal and execute such Charter-Party of Affreightment, and other Writings for letting the said Ship to Freight for the said Voyage, as shall be requisite in that Behalf; and I the said A. do hereby ratify and confirm, as well such the Execution of the said Charter-Party, and other Writing as aforesaid, as all other Matters and Things whatsoever, which the said B. shall legally do in and touching the Premises. **In Witness, &c.**

Concerning Partition of Lands, &c.

Letter of Attorney to enable a Person to make a Partition of a Plantation in Jamaica, with other Powers, &c.

TO all, &c. J. H. of, &c. Whereas the said J. H. together with C. H. of, &c. are legally seised of and well entitled to the several Lands, Tenements, Plantations, Slaves, and other Hereditaments commonly called or known by the Name of H.'s upper and lower Pen, and several other Lands, Tenements and Hereditaments, situate, lying and being in the Island of Jamaica, and which were formerly the Estate of R. H. Esq; late Attorney General of the said Island, as Tenants in common in undivided Moieties: And whereas the said J. H.

J. H. is desirous to have his said Moiety of the said Estate parted, and allotted to him in Severalty; and for that Purpose *R. H.* Son of the said *J. H.* hath agreed forthwith to repair to the said Island, and so solicit and procure the Partition of the said Estate, and to manage the Affairs and Interest of his said Father in the said Island: **Now these Presents witness,** that the said *J. H.* for and in Consideration of the Trust and Confidence which he placeth in the said *R. H.* his Son, **Doth** ordained, constituted and appointed, and by these Presents **Doth**, &c. the said *R. H.* his lawful Attorney, in the Name and at the proper Expence of the said *J. H.* and on his Behalf to use all lawful Ways and Means, either by suing out one or more Writ or Writs of Partition at Common Law, or by English Bill in a Court of Equity, or by Application to any other Court of Judicature in the said Island of *Jamaica*; or by Deed or Deeds to be duly executed, without Suit in Law, to procure a final Partition and Division of the said Lands, Tenements and Hereditaments so held in Common with the said *C. H.* and an Allotment of one equal Moiety thereof to the said *J. H.* and his Heirs in Severalty; **And** for that Purpose the said *J. H.* **Doth** hereby empower the said *R. H.* his Son, to commence and prosecute for him and on his Behalf, *All* Manner of Actions or Suits at Law or in Equity, in any Court or Courts of Judicature whatsoever in the said Island of *Jamaica*; and also to appear and defend for him in any such Courts, any Suit or Suits whatsoever, which may be hereafter sued or prosecuted against him the said *J. H.* or his Tenants or Undertenants in the said Island; **And** further to execute and deliver for him and on his Behalf, all such Deed or Deeds as may be necessary for the procuring the Partition of the said Estate, as also for the letting and setting the said Moiety to proper Tenants or Undertenants for such Terms of Years as he shall think fit; **And** the said *J. H.* **Doth** hereby further empower the said *R. H.* to demand and receive of and from the present and former Occupiers of the said Estate, all such Rents, Quit-Rents and other Sums of Money whatsoever, which are now due and in Arrear to the said *J. H.* and which shall hereafter accrue and grow due to him on account of his Interest in the Moiety of the said Plantations, Lands, Tenements and Hereditaments, and on Receipt of any Sums of Money on such Account, to give Acquittances, Receipts, and other proper Discharges to the Persons making such Payment, in the Name of and on Behalf of the said *J. H.* and in Case they shall neglect or refuse to make such Payment, to commence and prosecute with Effect, any Suit or Suits whatsoever, in the Name and at the Expence of the said *J. H.* in order to enforce such Payment, or to make any Composition for the same; **And** the said *J. H.* doth hereby invest the said *R. H.* his Son, with full Power and Authority for the Collecting, Receiving and Recovering all Sums of Money which are due to the said *J. H.* in the said Island, as one of the Residuary Devisees or Legatees, named in the last Will and Testament of *R. H.* Esq; late Attorney General of the said Island of *Jamaica*; **And** the said *J. H.* for the Considerations aforesaid, **Doth** hereby for himself, his Heirs, Executors and Administrators, covenant and agree to and with the said *R. H.* his Executors and Administrators, that it shall be lawful to and for the said *R. H.* to retain in his own Hands for his own Use and Benefit, all the Rents and Profits which shall grow due to the said *J. H.* his Heirs and Assigns from the said Estate, for and during the Space of two Years next after the Arrival of the said *R. H.* at *Jamaica*, without rendering any Account thereof to the said *J. H.* his Heirs or Assigns; the said *R. H.* defraying at his own Expence all Taxes, Quit-Rents and other Charges and Incumbrances whatsoever, to which the said Moiety shall be liable during the said two Years, and all Charges which shall attend the Receiving and Recovering the Rents and Profits of the said Estate arising during the said Term; **And** the said *J. H.* for the Consideration aforesaid, and in Consideration of the natural Love and Affection which he beareth to his said Son *R. H.* doth hereby for himself, his Heirs, Executors and Administrators, covenant and agree to and with the said *R. H.* his Son, his Executors and Administrators, that he the said *J. H.* his Heirs and Assigns, from and after the Expiration of the said Term of two Years, next ensuing the Arrival of the said *R. H.* at *Jamaica*, shall and will stand and be seised of one Moiety of all the Lands, Tenements, Slaves, Plantations, and other his Estate of which he is now seised of or entitled to in the said Island of *Jamaica*, with their Appurtenances, and all the Rents, Reversions, Services and Profits whatsoever arising thereby, **To the Use** of the said *R. H.* for and during the Term of his natural Life; **And** that at the End of the said two Years, the said *J. H.* during his natural Life, shall bear his equal Share and Proportion of all profitable and lasting Improvements which shall be made by the said *R. H.* upon the said Estate; **And** the said *J. H.* doth hereby promise to ratify and confirm all such Acts and Deeds which the said *R. H.* shall legally do and execute, or cause to be done and executed, in Pursuance of the Authority hereby given him; **And** doth hereby revoke and declare void all former Powers and Authorities by him formerly granted to other Attornies, and particularly to *G. B.* of *Spanish Town* in the said Island, Merchant, and *T. G.* of the same Place, Planter, for the Management of his Estate and Effects in the said Island; **And** doth hereby empower the said *R. H.* to use all lawful Means, either by Suit or otherwise, in the Name of
and

and at the Expence of the said *J. H.* to bring the said *G. B.* and *T. G.* and all other his former Attornies, to an Account for such Monies as they have received for his Use, or for the Management of his Estate and Effects in the said Island, and to ballance and adjust such Accounts; and upon receiving the Monies due upon such Ballances, or the settling and adjusting any other Disputes and Matters in Controversy between the said *J. H.* and his former Attornies, in the Name and on the Behalf of the said *J. H.* to execute such Releases, Acquittances, or such other Discharges as shall be in such Case requisite. *In Witness, &c.*

Concerning Marriages.

From an Executrix of an Executrix to a Trustee, to transfer Stock to raise her Portion, and to pay the same to the intended Husband on executing the Settlements prepared.

T*D* all, &c. *B. B.* Executrix of the last Will and Testament of *M. B.* her Mother, who was Executrix of *R. B.* Esq; Father of the said *B.* and Husband of the said *M.* sendeth Greeting. *Whereas* a Marriage is, by God's Permission, shortly to be had and solemnized between *W. B.* of, &c. Esq; and the said *B. B.* in Consideration thereof, and the Sum of 10,000*l.* the said *B.*'s present Portion, the said *W. B.* hath agreed to make suitable Settlements: *And whereas* the said Sum of 10,000*l.* and other Sums, Part of the Personal Estate of her Father and Mother, are vested in *South-Sea* Annuities and other Stocks; *Now know ye*, that as well for Raising the said Sum of 10,000*l.* as such Money as the said *B.* shall have Occasion for, to buy her Wedding-Cloaths and other Necessaries, *She* the said *B. B.* hath authorized and directed, and by, &c. *Doth*, &c. *J. E.* of, &c. Esq; to sell, dispose of and transfer so much of the Stocks as will amount to the Sum of 10,000*l.* and on Execution of the said Marriage Settlement (already prepared and engrossed) by the said *W. B.* to pay to him the said *W. B.* the said Sum of 10,000*l.* and also by such Sale and Transfer as aforesaid, to raise the Sum-of, &c. and pay the same to the said *B.* for the Purposes aforesaid; *Whereby* ratifying, &c. *In Witness, &c.*

Concerning Mortgages.

To receive Money due on a Mortgage, and for that Purpose to prosecute Suits in Law and Equity, with Power to compound and execute Conveyances on Payment.

T*D* all to whom these Presents shall come, I *S. H.* of, &c. Esq; send Greeting. *Whereas* by Indenture of Lease and Release, bearing Date respectively the 25th and 26th Days of, &c. and made between *R. M.* of, &c. of the one Part, in Consideration of, &c. the said *R. M.* Did grant unto me the said *S. H.* and my Heirs, all that, &c. *Subject* to the Redemption of the said *R. M.* on Payment of, &c. as in and by the said Indenture of Release, Relation, &c. *And whereas* the said Principal and Interest is still behind and unpaid, I the said *S. H.* being resolved to use my utmost Endeavours to recover the said Money by Bill of Foreclosure, Ejectment or otherwise, but being going into Parts beyond the Seas, have agreed to authorize *J. M.* of *L.* &c. to recover the same, and to prosecute such Suits, both at Law and in Equity, as Counsel shall advise, for the Recovery thereof, or otherwise to compound the said Debt: *Now know ye*, that I the said *S. H.* have made, ordained, constituted and appointed, and in my Place and Stead put, and by these Presents *Do* make, ordain, constitute and appoint, and in my Place and Stead put the said *J. M.* my true and lawful Attorney, for me and in my Name and to my Use, to sue for and prosecute at Law or in Equity, the said *R. M.* his Heirs, Executors and Administrators, for the said Sum of, &c. and Interest, and to bring any Ejectment or Ejectments, Bill or Bills of Foreclosure, or any other Action or Suits as shall be thought most proper to compel the Payment of the said Money, and to receive the same, and Releases, Discharges, and other sufficient Acquittances to give for what he shall receive, and full Power to make any Composition or Agreement touching the Payment of the said Debt, and under him one or more Attornies or Solicitors to make and substitute, and to displace them or any of them, and others in their room to substitute, and to do, or cause to be done, all such Matters and Things as shall be needful and requisite for the Recovery of the said Mortgage-Debt; *And further* for me and in my Name, and as my Act and Deed, to seal and deliver any Conveyances, Indentures or Deeds Poll, or other Deeds whatsoever, relating to the said Debt and mortgaged Premises, either for the Releasing my Right to the same on Payment of the Money thereon due, or for acquitting and discharging any Sum or Sums of Money he shall receive, or conveying the said mortgaged Premises to any other Person or Persons, and their Heirs, or for compounding the same Debt, or otherwise, as to him shall seem meet; ratifying and allowing, confirming and holding good and firm in Law whatsoever my said Attorney shall do, or cause to be done

in and about the Premises, as fully to all Intents and Purposes whatsoever as I might or could do the same, if I were personally present. **In Witness** whereof I the said S. H. have hereunto set, &c.

From a Mortgagor to the Agent of the Mortgagee, to receive the Rents of the mortgaged Premises, thereout to pay to the Mortgagee the Interest as it becomes due, and the Surplus to the Mortgagor; and a Covenant not to revoke the same till the Mortgagee shall be paid.

T**D** all, &c. I H. T. of, &c. send Greeting. **Whereas** by Indentures of Lease and Release, the Lease bearing Date, &c. made between me the said H. T. of the one Part, and G. C. of, &c. of the other Part, and the Release bearing equal Date herewith, and made between the said H. T. and M. my Wife, of the one Part, and the said G. C. of the other Part, The said H. T. together with the said M. my said Wife, in Consideration of 1600*l.* to me paid by the said G. C. Did grant and convey to the said G. C. and his Heirs, all that, &c. To have and to hold the said Manors and Premises unto the said G. C. his Heirs and Assigns for ever; In which said Indenture of Lease is contained a Proviso, that if I the said H. T. &c. (Proviso of Redemption): **Now know ye**, that for the better and more punctual Payment of all such Interest as shall grow due for the said principal Sum of 1600*l.* I the said H. T. at the Desire of the said G. C. Have made, &c. and by, &c. Do make, &c. T. L. of, &c. my true and lawful Attorney, for me and in my Name to ask, demand and receive of and from all and singular the Tenants in the said Indentures of Lease and Release particularly mentioned, all and every the Rents and Profits of their Farms, as they shall grow due and payable, and thereout in the first Place to pay to the said G. C. his Heirs, Executors, Administrators or Assigns, the Interest of the said Sum of 1600*l.* and after Payment thereof, to pay the Overplus of the said Rents and Profits to me the said H. T. or to such Person or Persons as I shall appoint; **Giving**, and by these Presents granting unto the said T. L. as full Power to act as aforesaid, in and about the said Premises, as if I the said H. T. were personally present; **And** upon Receipt of the said Rents and Profits, Acquittances and other legal Discharge to give for the same; **Ratifying** and hereby confirming whatsoever the said T. L. shall do, or cause to be done in and about the Premises, as fully to all Intents and Purposes, as if the same were done by myself, and I were personally present; **And** I the said H. T. for myself, my Heirs, Executors, Administrators and Assigns, do hereby covenant, grant and agree to and with the said G. C. his Heirs, Executors, Administrators and Assigns, that I the said H. T. my Heirs, Executors, Administrators or Assigns, shall not, nor will revoke or recall these Presents, or the Liberty or Authority hereby granted, or any Matter or Thing which he the said T. L. shall legally do or cause to be done in and about the Premises, until the said G. C. be fully paid and satisfied the said principal Sum of 1600*l.* and all Interest to grow due for the same. **In Witness**, &c.

Covenant not
to revoke.

Concerning Intestates Estates.

To receive the Distributive Share of an Intestate's Estate.

T**D** all, &c. I T. C. of, &c. send Greeting. **Whereas** F. C. my Sister, lately died intestate, by Means whereof, and by Virtue of the Statute made for the better distributing Intestates Estates, I am become legally entitled to a distributive Share of my said Sister's Personal Estate: **Now know ye**, that I the said T. C. having and reposing great Trust and Confidence in G. C. of, &c. Have made, &c. and by these Presents Do make, &c. the said G. C. my true and lawful Attorney, for me and in my Name to sue for, ask, demand, receive and recover of and from — Administrator of the said F. C. all my distributable Share of the Personal Estate of my said Sister, which I am by Law entitled unto, and all Sum and Sums of Money, Goods, Chattels and Personal Estate whatsoever, which by my said Sister's dying intestate, or on any other Account belong, or of Right ought to belong to me, and Receipts and other legal Discharges for me and in my Name to give to the Administrator of my said Sister, for what my said Attorney shall receive, and to make any Agreement or Composition for my said distributable Share of my said Sister's Personal Estate, or for any other Matter or Thing due to me on that or any other Account, and whatsoever my said Attorney shall do, or cause to be done in or about the Premises, I do hereby ratify and confirm the same, as fully to all Intents and Purposes, as if I had been actually present and done the same in my own proper Person. **In Witness**, &c.

Another.

Another.

T**O** all, &c. I M. G. of, &c. send Greeting. **Whereas** I the said M. G. by the Decease of J. G. my Father, who died intestate, am entitled to a distributive Share of a certain Leasehold Estate in W. in the County of L. and other my said Father's Personal Estate: **Now know ye**, that I the said M. G. having, &c. in E. T. of, &c. **Have** made, &c. and by, &c. **Do** fully, freely and absolutely make, &c. the said E. T. my true and lawful Attorney irrevocable, for me and in my Name, and to my Use to ask, demand and receive of and from M. G. Widow, Relict and Administratrix of the said J. G. all such Sum and Sums of Money, and all such Goods, Chattels and Personal Estate as is, are, or shall be due to me by Virtue of the Statute made for Distribution of Intestates Estates, or otherwise howsoever, and for Non-payment thereof, or any Part thereof, to commence and prosecute any Action or Suit, either at Law, in Equity, or the Ecclesiastical Court, against the Administratrix of my said Father, or any other Person liable to answer or pay the same; **And** to make any Agreement or Composition for my said distributable Share, as to my said Attorney shall seem meet; **And** on Payment or Recovery of what is due to me, to seal and deliver as my Act and Deed, any Receipt, Discharge, Release, or any other Deed as shall be thought proper to discharge my said Father's Administratrix, and his said Personal Estate of and from such Right and Title as I have, or can or may have or claim, in and to such distributable Share of the said Personal Estate; **And further** I do hereby impower my said Attorney, for me and in my Name to do and transact all my other Affairs, Matters and Things whatsoever, and to seal and deliver all Manner of Deeds and Writings relating to my said Affairs; **And** whatsoever my said Attorney shall do, or cause to be done, in or about the Premises, or any of them, I do hereby approve of, ratify and confirm the same, as fully, &c. **In Witness,** &c.

Concerning Copartnership.

A Letter of Attorney from an Administratrix of a Copartner to the surviving Copartner of all the Debts due in Partnership, &c.

T**O** all, &c. I A. B. of, &c. late Wife and Administratrix of all and singular the Goods, Chattels and Debts, which lately did belong and appertain unto my late Husband J. B. late of, &c. deceased, send Greeting. **Whereas** T. B. Citizen and—of London, and the said J. B. in his Life-time, were Copartners in the Art, Trade and Mystery of a—during which Term of their Copartnership, divers and several Debts were made due to them as Copartners; which as yet remain unsatisfied, Part whereof belongs to me the said A. B. by Virtue of the Administration aforesaid, and divers other Debts were made since by the said T. B. and me the said A. B. which remain in Account betwixt the said T. B. and me the said A. B. and which do also remain unsatisfied, one Part or Share whereof belongs to me the said A. B. **Now therefore know ye**, that I the said A. B. for divers other good Causes and valuable Considerations me thereunto especially moving, **Have** made, ordained, authorized and constituted, and by, &c. the said T. B. my true and lawful Attorney and Assignee in this Behalf, viz. in the Name or Names of the said J. B. deceased, or me the said A. B. and the said J. B. or in the Names of us, or any of us, as Cause shall require, but to the only proper Use and Benefit of my said Attorney, his Executors and Assigns, **To** ask, demand, levy, recover and receive **All** and singular such Debts, Dues, Sum and Sums of Money, or all and singular such my Share, Part and Proportion of Debts, Dues, Sum and Sums of Money, as are or shall be due, or any ways belonging unto me the said A. B. by any Person or Persons whatsoever, for or in respect of the said Copartnership between the said T. B. and J. B. deceased, or for or in respect of any other Dealings between me the said A. B. and the said T. B. **Giving,** &c. **And** I the said A. B. for myself, my Executors and Administrators, do covenant, promise and grant to and with the said T. B. his Executors, Administrators and Assigns, by these Presents, in Manner as follows, viz. That I the said A. B. my Executors, Administrators or Assigns, shall at no Time hereafter revoke or disallow this present Writing or Letter of Attorney, or the Authority herein given in part or in all, or any Action, Suit, Plaint, Plea or Process, which shall at any Time or Times hereafter be brought, sued or prosecuted against any Person or Persons, for the Recovering and Receiving of any of the said Debts, Monies and Premises, or of any Part thereof as aforesaid, by Virtue of the Power hereby given; **And lastly**, that I the said A. B. my Executors or Administrators, shall not at any Time or Times hereafter compound, receive, release or discharge any of the aforesaid Debts, Dues, Sum and Sums of Money, or all and singular such Share, Part and Portion of the same Debts, Monies and Premises, or any Part thereof, without the Consent or Agreement of the said T. B. his Executors, Administrators or Assigns,

signs, first had and obtained in Writing, under his or their Hands and Seals for that Purpose.
In Witness, &c.

Concerning Bankrupts.

From a Creditor of a Bankrupt to receive his Dividend, and release the Debt.

KNOW all Men by these Presents, That I *A. B.* of, &c. Gent. have made, &c. and by, &c. Do, &c. C. D. of, &c. Gent. my true and lawful Attorney, for me and in my Name to appear before the Commissioners appointed to execute a Commission of Bankruptcy awarded against *A. B.* &c. in the Parish of——— &c. and then and there to ask, demand, sue for, recover and receive, of and from the said Bankrupt, or Assignee or Assignees of the said Commission, my Share and Proportion of the said Bankrupt's Effects, and for me and in my Name to make, seal and execute any Release or Releases, Discharge or Discharges, for the Debt, or any Part thereof, due and owing to me from the said Bankrupt, and also to make, sign, seal or execute any Certificate or Certificates for the Discharge of the said Bankrupt, and to make, do and execute all and every other Act and Acts, Thing and Things whatsoever, needful and necessary to be done in and about the said Debt so due and owing from the said Bankrupt, or his Estate, or relating to the said Bankrupt or Commission so issued as aforesaid, as I myself may or might do, were I present at the doing thereof; and I do hereby ratify and confirm all and whatsoever my said Attorney shall lawfully do or cause to be done in and about the Premises. In Witness, &c. (a)

A Letter of Attorney to receive Monies and Allowances to a Bankrupt, by Virtue of an Act passed 5 Geo. 1.

To all, &c. I *J. W.* of, &c. send Greeting. Whereas a Commission of Bankruptcy under the Great Seal of Great Britain was awarded and issued against me the said *J. W.* directed to sundry Commissioners therein named, who have proceeded thereon and declared me a Bankrupt: And whereas I the said *J. W.* have from Time to Time submitted myself to be examined before the said Commissioners named in the said Commission, or the major Part of them, touching a Discovery of my Estate and Effects, and having conformed myself to the Directions of the several Acts of Parliament now in Force concerning Bankrupts, obtained my Certificate from the Right Honourable the Lord High Chancellor of Great Britain, fairly and without Fraud, whereby and by Means whereof I the said *J. W.* am legally and justly entitled to such Allowance as is given to Bankrupts by the Act passed in the 5th Year of the Reign of his late Majesty King George the First, for the better preventing Frauds committed by Bankrupts: And whereas —— and —— have been chosen Assignees of my Estate and Effects: And whereas *W. L.* of, &c. Gent. for the Support and Maintenance of me the said *J. W.* my Wife and Family, Did give his Promissory Note in Writing to —— and —— or one of them, for the Sum of 50*l.* on Condition that in Case the said —— or —— or one of them, would entrust and supply the said *J. W.* or his Wife, with Linen or other Goods to that Value, he the said *W. L.* then undertook to pay the same, as by his Note, &c. And whereas the said —— and —— have bona fide, in Monies and Goods, paid and delivered, for the Support and Maintenance of myself, Wife and Family, to the Amount and Value of the said Sum of 50*l.* or thereabouts; which said Sum being demanded of the said *W. L.* he the said *W. L.* by Virtue of his said Note, is now liable to pay the same: Now know ye, that in Consideration of the Premises, and to the Intent and Purpose to enable the said *W. L.* to pay the said Sum of 50*l.* in Discharge of his said Note, and for divers other good Causes, and valuable Considerations me thereunto especially moving, I the said *J. W.* have and by these Presents do absolutely bargain, sell, assign and transfer unto and to the Use and Benefit of the said *W. L.* his Executors and Assigns, all and every such Sum and Sums of Money, and all Allowances, Benefits and other Advantages whatsoever, as are now due, payable or any ways belonging unto me the said *J. W.* as a Bankrupt, by Virtue of the said recited Act given for the Benefit of Bankrupts in the 5th Year of his said late Majesty's Reign, or otherwise, touching the same; and all my Right, Interest, Property, Claim and Demand whatsoever, of, in or to the said hereby assigned Premises; And for the better and more effectual enabling him the said *W. L.* his Executors and Assigns, to have and receive all and singular the hereby assigned Premises, to and for his and their own Use and Benefit, for the Intent and Purpose aforesaid, I the said *J. W.* have, and by these Presents do make, constitute, authorize and appoint, and in my Place and Stead put the said *W. L.* his Executors and Assigns, my true and lawful Attorney

(a) See Affidavit of Executing this Letter of Attorney, Tit. Affidavits.

torney and Attornies irrevocable, to ask, demand, sue for, recover and receive of and from the Assignees of the said Commission, and of and from all other Persons whomsoever who are or shall be liable to pay the same, **All** and singular the hereby before assigned Monies, Allowances, Benefits and Premises, and upon Receipt and Payment thereof, or of any Part thereof, in my Name, or otherwise, to give proper and sufficient Discharges for the same, and upon Non-payment, &c. And finally, I the said *J. W.* do hereby give and grant unto the said *W. L.* his Executors and Assigns, my full and absolute Power in all and singular the said assigned Monies and Premises, as well for the suing for and recovering thereof, as also for the Compounding, Releasing and Discharging of the same, as he or they shall think fit; and that as fully, &c. and I do hereby ratify, &c. **In Witness, &c.**

Letters of Licence and Composition.

A Letter of Licence from Creditors to a Debtor.

T**O** all People to whom these Presents shall come, we who have hereunto subscribed our Names, and affixed our Seals, Creditors of *J. B.* of, &c. — send Greeting. **Whereas** the said *J. B.* on the Day of the Date hereof, is indebted unto us the several Creditors hereunder named in divers Sums of Money, which at present he is not able to pay or satisfy without Respite and Time to be given him for the Payment thereof: **Know ye therefore,** that we the said several Creditors, and each and every of us, **Have** given and granted, and by Virtue of these our present Letters **Do** give and grant unto the said *J. B.* full and free Liberty, Licence, Power and Authority to go about, attend, follow and negotiate any Affairs, Business, Matters and Things whatsoever, to or at any Place or Places whatsoever, without any Let, Suit, Trouble, Arrest, Attachment, or other Impediment to be offered or done unto him the said *J. B.* his Wares, Goods, Monies, or other Merchandises whatsoever, or any of them, or any Part of them, by us, or by any of us, or by the Heirs, Executors, Administrators, Partners or Assigns, of us or any of us, or by our or any of our Means and Procurement, to be sought, attempted or procured to be done, for and during — (*so long*) next and immediately ensuing the Day of the Date hereof: **And further,** we the said Creditors hereunder subscribed do and each of us doth covenant and grant for ourselves, our Heirs, Executors, Administrators and Assigns respectively, and not jointly one for another, nor for the Heirs, Executors, Administrators or Assigns of one another, to and with the said *J. B.* that we, or each or any of us, our Heirs, Executors, Administrators and Assigns, or any of them, shall nor, nor will, during the Time aforesaid, sue, arrest, attach or prosecute the said *J. B.* for or upon Account of our respective Debts, or any Part thereof, or any of them; **And** that if any Hurt, Trouble, Wrong, Damage or Hindrance be done unto the said *J. B.* either in Body, Goods or Chattels, or any of them, within the aforesaid Term of — next ensuing the Date hereof, by us or any of us the said Creditors, or by any Person or Persons, or by or through the Procurement, Consent or Knowledge of us or any of us, contrary to the true Intent and Meaning of these Presents, that then the said *J. B.* by Virtue hereof, shall be discharged and acquitted for ever against such of us the said Creditors, his and their Heirs, Executors, Administrators or Assigns, by whom and by whose Will, Means or Procurement, he shall be arrested, attached, imprisoned, grieved or damaged, of all Manner of Actions, Suits, Quarrels, Dues, Debts, Charges, Sum or Sums of Money, Claims and Demands whatsoever, from the Beginning of the World to the Day of the Date hereof. **In Witness, &c.**

A Letter of Licence from the Creditors of a Bankrupt to the Bankrupt.

T**O** all People to whom these Presents shall come, **We** whose Hands and Seals are hereunto subscribed and set, Creditors of *C. K. jun.* late of — in the County of — send Greeting. **Whereas** the said *C. K.* now at the Day of the Date of these Presents, stands justly and truly indebted unto us his said Creditors severally in several Sums of Money by Bond, Specialty, or for Goods sold and delivered, or otherwise, which by Reason of Losses happened unto him he is incapable of making present Payment of: **And whereas** there hath lately been sued forth or prosecuted a Commission of Bankruptcy against the said *C. K.* under the Great Seal of *England*: **And whereas** the said *C. K.* cannot be found so as to be compelled to give any Account of his Estate, and cause the same to be delivered into the Hands of the Commissioners named in the said Commission, or their Assignee or Assignees, so as to satisfy us the said Creditors of the said *C. K.* our just Debts, so far as the

same will reach ; **But** the said C. K. by Friends, has offered to meet us his said Creditors, in order to give us such Satisfaction as he is able, and make such End with us as shall be thought reasonable, considering his present Circumstances, in Case his said Creditors will assure him of his Person until the 25th Day of *January* now next : **Now know ye**, that we the said Creditors of the said C. K. for the Considerations aforesaid, have given and granted, and every one of us for his and their own Part severally by these Presents doth give and grant unto the said C. K. full and free Liberty and Licence, in such Sort that he the said C. K. shall and may peaceably, quietly, and freely go, come, abide, continue, pass and repass, in, into and from any Part, Place or Places whatsoever, from Time to Time and at all Times from the Date hereof, until the 25th Day of *January* now next coming, without any Let, Suit, Trouble, Arrest, Attachment, Molestation or Interruption of the Body of the said C. K. of or by us or any of us, or our or any of our Executors or Administrators, in any wise howsoever : **And** we the said Creditors for ourselves severally, our several Executors and Administrators, covenant, grant and agree, that whosoever of us, or our Executors or Administrators, shall at any Time before the said 25th Day of *January* next, molest, arrest or sue the Body of the said C. K. shall forfeit the Debt or Debts now due or owing by or from the said C. K. unto such of us as shall so molest him, contrary to the true Intent and Meaning of these Presents ; and we the said Creditors do hereby severally agree that all Proceedings against the said C. K. upon the said Commission, shall be stay'd until the said 25th Day of *January* next. **In Witness, &c.**

Letter of Composition for Debts.

T**O** all, &c. We J. F. and F. J. Creditors of R. C. and C. R. send Greeting. **Whereas** the said R. C. and C. R. are and do stand jointly indebted, and do owe unto us the said Creditors, divers Sums of Money which they are willing to satisfy and pay as far as they are able : **Now know ye**, That we the said Creditors, who have hereto subscribed our Names and affixed our Seals, finding they the said R. C. and C. R. are, by Losses and otherwise, disabled to pay our full Debts, **Do** severally and respectively agree and bind ourselves, our Heirs, &c. to the said R. C. and C. R. by these Presents to accept and take of them the said R. C. and C. R. their, &c. after the Rate of — in the Pound, in full Satisfaction of all such Debts and Sums of Money as they do jointly owe unto us, and every of us respectively, the same to be paid at four equal Payments ; the first Payment, &c. — so as the said R. C. and C. R. (for the more sure and better Payment of the several Sums of Money aforesaid, in Recompence and Satisfaction of our and every of our said several Debts, after the Rate of — in the Pound as aforesaid), their Executors or Administrators, do before the — become jointly and severally bound, with sufficient Sureties, unto us and every of us respectively, by Obligation and with double Penalties in due Form of Law to be made, sealed and delivered to us and each of us, or to our and each of our Uses, by the Appointments of us and each of us : **Provided always**, that neither these Presents, nor any Thing herein contained, shall bind us, or either or any of us, who have hereunto subscribed our Names and put our Seals, until all and every of the Creditors aforesaid shall have sealed and subscribed the same, on or before the — next ensuing. **In Witness, &c.**

An Indenture of Licence and Composition from Creditors to a Widow, to enable her to administer, &c.

T**H****I****S** Indenture made, &c. Between J. F. F. J. and R. C. Creditors of C. R. late of — of the one Part, and R. R. Widow of the said C. R. of the other Part. **Whereas** the said C. R. at and before his Death, was indebted unto the said Creditors in several Sums of Money : **And whereas** the said R. R. hath since her said Husband's Death perused and examined his Estate and Effects, and finding that the same is far short of giving the said Creditors a full Satisfaction for their just Debts, hath hitherto forbore to take out Letters of Administration of the Goods, Chattels and Estate of her said Husband, as to her properly doth belong, according to the Laws of this Realm : **And** the said R. R. having acquainted the said Creditors therewith, they the said Creditors and each of them were and are willing, contented and pleased to accept of — in the Pound for their said Debts, upon the Security of the said R. R. and to be paid at such Days and Times, and in such Manner and Form as hereafter is limited, expressed and declared : **Now this Indenture witnesseth**, That the said J. F. and F. J. and R. C. the Creditors before named, have given and granted, and by these Presents do give and grant unto the said R. R. their and every of their full Liberty, Leave, Consent and Approbation that she the said R. R. shall and may have and take out, in her own Name, Letters of Administration of all and singular the Goods, Chattels and Personal Estate of her said deceased Husband, without any Disturbance or Interruption from them, or either of them ; **And** that the said Creditors before named do for themselves severally

Recital of
Debts,
and of Examination and
Insufficiency
of Effects,
and of Consent to compound, &c.

severally and respectively, and for the Executors and Administrators of each of them, and not jointly nor the one for other, covenant, promise and grant to and with the said R. R. her Executors, Administrators and Assigns, **That** if the said R. R. her Executors or Administrators, do or shall, on or before the — Day of — next ensuing the Date of these Presents, become bound in several Obligations, good and sufficient in the Law, in several reasonable Penalties, unto the said several Creditors before named, severally to be conditioned for the Payment unto them the said Creditors, their several Executors, Administrators or Assigns, of the Sum of — of lawful Money of *Great Britain*, for every Pound or 20 s. of their due and principal Debts by the said C. R. in his Life-time owing respectively as aforesaid, not accounting any Interest for the same Sum or any Part thereof, *to wit*, on the — and shall and will also at the Costs and Charges of the said R. R. her Executors or Administrators, severally seal, and as their several Acts and Deeds deliver unto or for the Use of the said R. R. several Acquittances and Discharges in Writing sufficient in Law, thereby acquitting and releasing as well the said C. R. his Executors, Administrators and Assigns, as also the said R. R. her Executors and Administrators, of all Debts, Bonds, Bills, Claims and Demands whatsoever, from the Beginning of the World until the Day of the Date of these Presents: **And** the said Creditors, &c. severally and respectively every one by and for himself, his Executors and Administrators, and not jointly nor the one for the other, do covenant, promise and grant to and with the said R. R. her Executors and Administrators, and every of them, by these Presents, **That** if either the said R. R. her Executors and Administrators, or her or their Goods or Chattels, or the Goods or Chattels of her said late Husband, or any of them, shall at any Time or Times hereafter, until or before the said — Day of — be arrested, attached, sued, molested or troubled by the above named Creditors, or any of them, or by any other Person or Persons, or by their or any of their Means or Procurement, or in their or any of their Right or Rights, for or by Reason of any Debt or Debts, so to them or any of them owing by the said C. R. at the Time of his Decease; **That** then and from thenceforth, she the said R. R. her Executors and Administrators, shall be acquitted, released and discharged against him or them by whom the said R. R. her Executors or Administrators, or her, their or any of their Goods or Chattels, shall be so arrested, attached, sued, molested or troubled, of and from all Debts, Actions, Claims and Demands whatsoever, from the Beginning of the World until the Day of the Date of these Presents; and that these Presents to be pleaded shall be a sufficient Discharge in that Behalf against him or them of the said Creditors, his or their Executors or Administrators, by whom, or by whose Means or Procurement, or in whose Right she the said R. R. her Executors or Administrators, her or their Goods or Chattels, or any of them shall be so arrested, &c. contrary to the true Intent and Meaning of these Presents: **Provided** always, That if the said Creditors above-named do not or shall not at any Time before the — sign, seal, and as their Act and Deed deliver in due Form of Law one Part of these Presents unto or to the Use of the said R. R. that then these Presents, and every Thing therein contained, shall be void and of no Effect. **And** the said R. R. for herself, &c. doth covenant and grant to and with the said Creditors and every of them, their and every of their Executors and Administrators, That in case all the said Creditors shall in due Form of Law sign, seal, deliver and execute one Part of these Presents, as aforesaid, unto or to the Use of the said R. R. on or before the — Day of, &c. that then she the said R. R. her Executors or Administrators, shall and will in due Form of Law make, or cause to be made, and duly seal and execute the said several Obligations, and deliver the same to or for the Use of the said Creditors, upon or before the — Day of, &c.

In Witness, &c.

Covenant that if Securities be given by such a Day for Composition Money, Acquittance, &c. to be given.

And if arrested, to be acquitted, &c.

Provido that if Creditors don't deliver one Part of these Presents before a Day fixed, they are to be void. And covenant to deliver Bonds on executing it.

Limitations of Uses and Trusts.

A Limitation to several Sons for their Lives.

AND it is covenanted, granted, concluded, condescended and fully agreed, by and between all the said Parties to these Presents, for themselves and their Heirs respectively, that the said Fine or Fines, Recovery or Recoveries, Conveyances and Assurances to be had, made and executed according to the Purport and true Meaning of these Presents, of and in the said Manors, Lands, Tenements, Hereditaments and Premises, and every of them, and the Execution thereof, shall be, and for ever shall be adjudged, deemed and taken to be; **And** also that the said J. F. and F. J. and their Heirs, and the Survivor of them and his Heirs, shall stand and be seised of and in all and singular the Manors, &c. and Premises, and of and in every Part and Parcel thereof, with the Appurtenances, to and for the several and

Limitations of Uses and Trusts.

and only Uses, Behoofs, Intents and Purposes, and upon and under the Limitations, Provisoos, Conditions and Agreements hereafter mentioned, (that is to say) of, in and to all the Capital Messuage, &c. with the Appurtenances, being Parcel of the Premises, commonly called or known by the Name of, &c. situate, &c. now or late in the Tenure or Occupation of, &c. and of, in and to all and singular the Houses, Edifices, Buildings, Lands, Meadows, Pastures, Feedings and Hereditaments whatsoever, with the Appurtenances to the said Capital Messuage or Tenement belonging or appertaining, or therewith now or heretofore used, occupied or enjoined, or accepted, reputed or taken as Part, Parcel or Member thereof, and the Reversion and Reversions, Remainder and Remainders thereof, **To the Use of the said A. C. Son and Heir of the said R. C. and B. C. Wife of the said A. C. for and during the Term of their natural Lives, and of the Life of the longer Liver of them, without Impeachment of Waste, during the natural Life of the said A. C. And from and after, &c. to D. C. second Son of the said R. C.**

A Limitation to the Use of the Husband for Life, and after to the Wife for a Jointure.

— **To the Use of the said R. C. for and during the Term of his natural Life, without Impeachment of or for any Manner of Waste, and with full Power to do or commit Waste. — Or thus, without Impeachment of Waste, only in and for the Woods, Underwoods and Timber-Trees, standing, growing or being, or which at any Time hereafter shall stand, grow or be in or upon the Premises before mentioned, or any Part or Parcel thereof: And from and after the Decease of the said R. C. then to the Use and Behoof of the said B. his Wife, for and during the Term of her natural Life, in Name of her Jointure, and in full Recompence and Satisfaction of her Dower, which she the said B. should or ought to have in or out of the Lands, Tenements or Hereditaments of the said R. C. in Case she shall happen to survive the said R. C. — Or thus, in full Recompence of her Dower and Title of Dower to or out of all the Manor, &c. whereof the said R. C. now hath, or hereafter shall have, during the Coverture between him and the said B. any Estate of Inheritance.**

Limitations in Tail to the Brothers of the Feoffor.

— **To the Use and Behoof of the said R. C. and of the Heirs Male of his Body lawfully begotten or to be begotten; and for Default of such Issue, then to the Use and Behoof of A. C. Brother of the said R. C. and of the Heirs Male of his Body lawfully begotten or to be begotten; and for Default of such Issue, then to the Use and Behoof of B. C. one other of the Brothers of the said R. C. and of the Heirs Male of his Body lawfully begotten or to be begotten; and for Default of such Issue, then to the Use and Behoof of C. C. one other of the Brothers of the said R. C. and of the Heirs Male of the Body of the said C. C. lawfully begotten or to be begotten: And for Default of such Issue, then to the Use and Behoof of the right Heirs of the said R. C. for ever.**

A Limitation for a Use in Fee determinable upon a Marriage.

— **To the Use of the said R. C. and his Heirs, until the said Marriage intended shall be had and solemnized between him and the said B. C. and from and after the Marriage had and solemnized between him the said R. C. and the said B. C. then to the Use of the said R. and B. for and during the Term of their natural Lives, and the natural Life of the longer Liver of them, and from and after their Decease to the Use of the Heirs of the Bodies of the said R. and B. between them two lawfully begotten; and for lack of such Issue to the Use of the right Heirs of the said R. C. for ever.**

A Limitation of Uses, and Direction for disposing of Profits during the Heir's Minority.

— **To the Use and Behoof of the said R. C. for and during the Term of his natural Life without Impeachment of or for any Manner of Waste; and from and after the Decease of the said R. C. and during the Time that the said A. C. Son and now Heir Apparent of the said R. C. or any other being Heir Apparent of the said R. C. shall be under the Age of one and twenty Years, and until some Heir of the said R. C. shall accomplish the Age of one and twenty Years, to the Use of the said J. F. and F. J. (the Cognizees or Feoffees) and the Survivor of them, and of the Heirs of the Survivor of them; **To the Intent and Purpose,** that the said J. F. and F. J. and the Survivor of them, shall and may take, perceive, levy, possess and enjoy the Rents, Issues, Profits, Revenues, Commodities and Emoluments of all and singular the said Messuages, Lands, Tenements, and other the Premises, with the Appurtenances, and them to employ during such Minority or Minorities, as aforesaid,**

faid, for and towards the Performance, Payment and Satisfaction of all the Bequests and Legacies to be mentioned in the last Will and Testament of the said R. C. according to the Tenor, Purport and true Meaning of the said R. C. in and by his last Will and Testament to be declared; and to the End, Intent and Purpose, that the said J. F. and F. J. or the Survivor of them, and the Heirs of the Survivor of them, shall and may likewise with the Rents, &c. coming, growing and arising of and out of all and singular the said Messuages, Tenements, Lands and Premises, bestow and disburse from Time to Time the necessary and competent Charges in the Law, and otherwise, for the Defence and Maintenance of the Title and Possession of all and singular the Premises, and of every or any Part thereof; and for the Reparation and Preservation of the Edifices and Buildings in and upon all and every the Premises, or any Part thereof, meet and fit to be disbursed and expended, until some Heir of the said R. C. shall have accomplished the Age of one and twenty Years; and for the Surplusage that shall be and remain of all or any of the said Rents, Issues, Profits, Revenues and Commodities, over and above the said Legacies, Disbursements and Expences, so to be devised and made as aforesaid, that the same shall and may remain and come to the Use, Profit and Benefit of the said A. C. or any other Heir of the said R. C. that shall accomplish the full Age of 21 Years; and after the said A. C. or other Heir of the said R. C. shall have accomplished the said Age of one and twenty Years, that then the said J. F. and F. J. and their Heirs, and the Heirs of the Survivor of them, shall stand and be seised of and in all and singular the said Messuage, &c. to the Use of the said A. C. or such other Heirs of the said R. C. as shall so accomplish the said Age, and of the Heirs Male of the Body of the said A. C. or such other Heir; and for Want of such Issue to the Use and Behoof of the right Heirs of the said R. C. for ever.

A Limitation, after an Estate for Life determined, to the Use of the Feoffee for sixteen Years, for assuring the Payment of Portions to younger Children.

— **To the Use and Behoof** of the said R. C. for and during the Term of his natural Life without Impeachment of or for any Manner of Waste; and from and after the Decease of the said R. C. then to the Use and Behoof of the said J. F. and F. J. (Cognizees or Feoffees) their Executors, Administrators and Assigns, for and during the Term of sixteen Years, to commence immediately from and after the Decease of the said R. C. **Upon the Trust** and Confidence hereafter mentioned; and from and after the Death of the said R. C. and Determination of the said Term or Interest, to the Use and Behoof of A. C. eldest Son and Heir Apparent of the said R. C. and of the Heirs of the Body of the said A. C. lawfully begotten; and for Default of such Issue, to the Use and Behoof of the right of Heirs of the said R. C. for ever; **And** it is further by these Presents covenanted, concluded and declared, by and between all the said Parties to these Presents, and the Intent and Meaning of these Presents, and of the Parties hereunto, is, that all and every the younger Sons, and all and every the Daughters of the said R. C. which he shall have at the Time of his Decease, and shall leave unadvanced and unpreferred by the said R. C. shall have and receive every of them five hundred Pounds a-piece of lawful Money of *Great Britain*, so that it exceed not the Sum of two thousand Pounds in the whole. And if the same exceed the said Sum of two thousand Pounds in the Whole, then every of the said Sons and Daughters to have a proportionable Part of the said Sum of two thousand Pounds which is to be paid, and Share and Share alike, equally to be divided between them; and that the said several Sums of five hundred Pounds a-piece, or Sum of two thousand Pounds (which of them shall become payable, by the Intent and true Meaning of these Presents) shall be all paid to the Sons and Daughters respectively within four Years next after the Decease of the said R. C. by such Person or Persons which for the Time being shall have the next and immediate Inheritance of the Premises, depending and expectant upon the Determination of the said Term of sixteen Years, limited to the said J. F. and F. J. and that until Default shall be made of any of the said Payments, which by the Intent and true Meaning of these Presents are and ought to be made as aforesaid, to all and every the said Children, they the said J. F. and F. J. their Executors, Administrators and Assigns (according to the Trust aforesaid, in them and every of them reposed) shall permit and suffer the said Person and Persons, which for the Time being shall have the next and immediate Inheritance of the Premises, from and after the Determination of the said Term of sixteen Years as aforesaid, quietly and peaceably, from and after the Decease of the said R. C. to have and keep the Possession of all and every the before mentioned Premises, and to receive and take the Rents, Issues and Profits thereof; and that in Default of Payment of the said Sum or Sums, or any Part thereof, it is meant and intended by all and every the Parties to these Presents, that the said J. F. and F. J. and the Survivor of them, their or his Executors, Administrators or Assigns, shall enter and take the Possession of the Premises, and of every Part and Parcel thereof, according to the Limitation herein before expressed; and the Rents, Issues and Profits thereof, shall employ and convert

wholly for and towards the Payment of the said several Sums of five hundred Pounds a-piece to the said younger Sons and Daughters, or the Sum of two thousand Pounds to be equally divided between them (which of them shall become payable, according to the true Intent of these Presents, together with the Interest for all and every such Sum or Sums, after the Rate of five Pounds *per Cent.* for every Year that the same shall be unpaid, to be accounted from the End of the four Years before mentioned) for the Forbearance of the said Sum or Sums, or such Part thereof as shall be unpaid as aforesaid; **And** it is likewise meant, intended and agreed, that after the said Sum or Sums of Money with Interest for the forbearance thereof, shall be fully and truly paid unto the said younger Sons and Daughters, they the said *J. F.* and *F. J.* their Executors, Administrators and Assigns, shall yield and deliver up the Premises, and all their Estate and Interest therein, to such Person and Persons to whom the same, next and immediately after the Expiration of the said Term, by the true Intent and Meaning of these Presents, shall appertain, pursuant to the Trust in them and every of them herein and hereby reposed.

A Limitation of an Use to such Persons, to whom Cestuy que use for Life shall demise the Premises.

— **To the Use** of the said *R. C.* for and during the Term of his natural Life, and from and after the Decease of the said *R. C.* as to such Part of the Premises as shall be by the said *R. C.* by any Deed or Deeds, by him duly executed during his Life, demised or leased to any Person or Persons whatsoever, for and during the Term of one and twenty Years or under, or for and during the Term of one, two or three Lives, to the Use of such Farmers or Tenants respectively, for and during their said several and respective Terms and Interests under the Reservations, Covenants, Provisoos and Conditions in such Demise or Lease, Demises or Leases to be contained; and from and after the End and Determination of the said several Terms and Interests, as the same shall severally and respectively end and determine, to the Use and Behoof of the Heirs of the Body of the said *R. C.* and for Want of such Issue, to the Use and Behoof of the right Heirs of the said *R. C.* for ever; and as to such Part of the Premises as shall not be so demised or leased by the said *R. C.* at the Time of his Death, to the Use and Behoof of the Heirs of the Body of the said *R. C.* and for Want of such Issue, to the Use and Behoof of the right Heirs of the said *R. C.* for ever.

In Trust for Maintenance till Portions shall be paid.

— **And** upon further **Trust** and Confidence, and to the End, Intent and Purpose, that the said *J. F.* and *F. J.* and the Survivor of them, their and his Executors, and Assigns, shall and may, out of the Rents, Issues and Profits of the said Lands, &c. so to them limited for the raising of Portions, as aforesaid, with all and every the Appurtenances, levy and pay, or cause to be levied and paid, to and for the Maintenance of such Daughter or Daughters as aforesaid; if there be but one Daughter, the Sum of 30*l.* *per Ann.* and if there be two or more Daughters, the Sum of 20*l.* *per Ann.* a-piece, until such Daughters respectively shall attain to her or their Age of eighteen Years, or shall be married, and her or their Portions be paid as aforesaid.

How to dispose of Portions if the Daughters die.

— **And** upon this further **Trust** and Confidence, and to the Intent and Purpose, that if it shall happen the said *R. C.* do die, having one only Daughter of his Body, on the Body of the said *B.* begotten, then living or afterwards to be born as aforesaid, and that the said only Daughter shall happen to depart this Life before she shall accomplish the Age of eighteen Years, or be married, or if there happen to be two or more Daughters of the Body of the said *R. C.* on the Body of the said *B.* begotten, then living; then if both or all the said Daughters shall happen to die or depart this Life, before either or any of them accomplish their several Ages of eighteen Years, or be married as aforesaid, that then the several Sum or Sums of Money intended for the Portions and Advancement of such Daughter or Daughters as aforesaid, or so much thereof as shall be raised or levied out of the Rents, Issues and Profits of all or any the Premises, (all Charges and Expences defrayed, wherein a full and liberal Allowance shall be made and given,) shall be satisfied and paid to such Person or Persons as the said *R. C.* by any Writing under his Hand and Seal, subscribed by two or more credible Witnesses, or by his last Will and Testament, to be subscribed as aforesaid, shall limit and appoint, and in Default of such Limitation or Appointment, to the Executors or Administrators of the said *R. C.*

That

That Trustees, as soon as an intended Wife is naturalized, shall lay out her Portion in the Purchase of Lands, and settle the same, &c.

— **Upon Trust** that they the said Trustees, and the Survivors and Survivor of them, and the Executors and Administrators of such Survivor shall, so soon as the said C. C. (*the intended Wife*) shall be naturalized, lay out the Sum of — (*the Marriage Portion*) in the Purchase of Lands, Tenements and Hereditaments, and settle the same to the several Uses, Intents and Purposes herein before declared and expressed, (i. e. *in the Recital of the Agreement*) with Power for the said R. J. and C. C. (*the intended Husband and Wife*) during their respective Lives, to make Leases of the said Lands purchased, not exceeding — Years, at Rack-rent, and such other Powers as are usual in Marriage Settlements.

That till the Marriage Portion be laid out in a Purchase, the Interest, &c. to go as after the Purchase and Settlement.

— **And upon further Trust** that until the said Sum of — shall be invested and laid out in the Purchase of Lands, to pay and apply the Interest and Produce of the said Sum of — (*and the Dividends of the said South-Sea Stock*) to such Person and Persons as would be intitled to the Rents and Profits of the Lands, if purchased and settled as aforesaid.

That the Proceed of Stock, till a Purchase made, be applied to Uses before mentioned.

— **And upon this further Trust**, that in the mean Time, until a convenient Purchase can be had as aforesaid, they the said T. H. and H. B. junior, their Executors, Administrators and Assigns, do and shall from Time to Time pay and apply the Interest and Proceed of the said 500 l. Bank Stock, to such Person and Persons respectively, as would be intitled to the Rents, Issues and Profits of the Lands and Tenements so agreed to be purchased, if such Purchase was actually made, and the Lands settled and assured in such Manner as is herein before mentioned concerning the same.

That if the Husband, before the Purchase with the Wife's Portion, dies without Issue, and the Wife survives, the Money to be paid to the Wife, her Executors, Administrators or Assigns; or to him, if she dies, in the like Manner.

— **And on this further Trust**, if the said R. J. shall, before such Purchase made, die without any Issue by him on the Body of the said C. C. begotten, living at his Death, or then *in Ventre Matris*, and the said C. C. his intended Wife shall him survive, that then and in such Case the said Sum of — shall be paid to the said C. C. her Executors, Administrators or Assigns; and if the said C. C. shall die without any Issue of her Body by the said J. R. begotten, living at her Death, and the said R. J. shall her survive, then the said Sum of — shall be paid to the said R. J. his Executors, Administrators and Assigns.

Uses to the intended Wife till the Marriage, and after the Marriage, subject to an Annuity of the Wife's Mother.

— **To the Use and Behoof** of the said M. K. and her Heirs, until the Solemnization of the said intended Marriage; and from and immediately after the Solemnization thereof, **Subject** to and charged with the Payment of an Annuity or yearly Sum of — to M. K. Widow, (Mother of the said M. K. Party hereto) during her natural Life, in such Manner as herein after is mentioned, in case she the said M. K. Widow shall happen to survive the said M. K. (Party hereto) but not otherwise, (*And so subject*)

Uses to the Husband during his Life.

— **To the Use and Behoof** of the said J. E. and his Assigns, for and during the Term of his natural Life, without Impeachment of or for any Manner of Waste, other than voluntary Waste in pulling down Houses without rebuilding the same, (*And from and immediately after the Determination of that Estate*)

Uses

Uses to the Trustees during the Husband's Life (or Wife's Life, Mutatis Mutandis) upon Trust to preserve Contingent Remainders, &c. (or Contingent Uses and Estates).

— **To the Use** and Behoof of the said *J. S.* and *C. P.* and their Heirs, for and during the Life of him the said *J. E.* (*the intended Husband or Wife, as the Case is*) Upon Trust to preserve the Contingent Remainders (*or Contingent Uses and Estates*) herein after limited, from being defeated, (*barred*) or destroyed, and for that Purpose to make Entries and bring Actions as Occasion shall be or require; **But nevertheless in Trust** to permit and suffer the said *J. E.* and his (*her*) Assigns, during his (*her*) natural Life, to receive and take the Rents, Issues and Profits of the said Premises, to and for his (*her*) Use and Benefit; (*And from and immediately after the Death of the said J. E. then*)

Use to the Wife during her Life.

— **To the Use** and Behoof of the said *M. K.* his intended Wife and her Assigns, for and during the Term of her natural Life, (without Impeachment of or for any Manner of Waste); (*And from and immediately after the Death of the said M. K. Party hereto, in case the said M. K. her Mother shall be then living, then*)

Use to the Wife's Mother as to an Annuity with Power of Distress.

— **To the Use**, Intent and Purpose, that she the said *M. K.* Widow, and her Assigns, shall and may, during her natural Life, have, receive and take, to and for her own Use and Benefit, one Annuity or yearly Sum of— of lawful Money of *Great Britain*, clear of all Taxes, Charges and Deductions whatsoever; the said Annuity to be paid to her or them upon, &c. by equal Portions; the first of which (quarterly) Payments to begin and be made on (such of the Feast-Days) as shall happen next after the Death of the said *M. K.* (Party hereto) if the said *M. K.* Widow, her Mother, be then living, together with full Power for her the said *M. K.* Widow, and her Assigns, to enter upon and to make Distress on the said herein before released Premises, in case Default shall be made in Payment of the said Annuity of — by the Space of — Days next after any of the said (Feast-Days) whereon the same ought to be paid as aforesaid; (*and from and after the Decease of the Survivor of them the said J. E. and M. K. his intended Wife, subject nevertheless to, and charged with the Payment of the said Annuity or yearly Sum of — to her the said M. K. Widow, in Manner as aforesaid, then as to all and singular the said hereby granted and released Hereditaments and Premises*)

Use to the first Son of Husband and Wife, and his Heirs Male.

— **To the Use** and Behoof of the first Son of the said *J. E.* on the body of the said *M. K.* his intended Wife to be begotten, and of the heirs Male of the Body of such first Son lawfully issuing; (*and in Default of such Issue*)

Use to the second Son and his Heirs Male.

— **To the Use** and Behoof of the second Son of the said *J. E.* on the Body of the said *M. K.* his intended Wife to be begotten, and of the Heirs Male of the Body of such second Son lawfully issuing; (*and in Default in such Issue*)

Use to the third Son and his Heirs Male.

(*THE like as it is to the second Son, mutatis mutandis.*)

Use to the other Sons in Seniority of Age.

— **To the Use** and Behoof of the fourth, fifth, sixth, and all and every other the Son and Sons of the said *J. E.* on the Body of the said *M. K.* his intended Wife to be begotten, either born in his Life-time or in due Time after his Decease, severally, successively, and in Remainder one after another, as they and every of them shall be in Seniority of Age and Priory of Birth, and of the several and respective Heirs Male of the Body and Bodies of all and every such Son and Sons lawfully issuing; every Elder of such Son and Sons, and the Heirs Male of his Body lawfully issuing, being always to be preferred, and to take before the Younger of them, and the Heirs Male of his Body lawfully issuing; (*and in Default of such Issue Male*)

Use to the Daughters as Tenants in Common, or if but one Daughter, to her and her Heirs.

— **To the Use** and Behoof of all and every the Daughter and Daughters of the said *J. E.* on the Body of the said *M. K.* his intended Wife to be begotten, equally to be divided between them Share and Share alike, to take as Tenants in Common and not as Jointenants, and of the several and respective Heirs of the Body and Bodies of all and every such Daughter and Daughters lawfully issuing; and if there be more such Daughters as aforesaid than one, and one or more of them shall die without Issue of her or their Bodies issuing, then and so often, as to the Part and Parts of such Daughter or Daughters so respectively dying without Issue as aforesaid, the same shall from Time to Time respectively go and remain to the Use of the Survivors or Survivor, or others of them, as Tenants in Common and not as Jointenants, and of the Heirs of their several Bodies issuing; **And** if all such Daughters as aforesaid but one shall die without Issue of their Bodies, *Or*, if there shall be but one such Daughter, then to the Use of such only Daughter, and the Heirs of her Body lawfully issuing; (and for Default of such Issue, then)

Use to the Wife's last Will or Appointment.

— **To the Use** and Behoof of such Person and Persons, Use and Uses, Estate and Estates, and subject to such Provisoes, Limitations and Agreements, as she the said *M. K.* (Party hereto) notwithstanding her intended Coverture, and whether Covert or Discovert, shall by any Deed or Deeds, Writing or Writings to be by her sealed and delivered in the Presence of three or more credible Witnesses, or by her last Will and Testament in Writing, or by any Writing purporting to be her last Will, to be by her duly executed in the Presence of the like Number of Witnesses (which Deed, Writing or Will, she the said *M. K.* is hereby, and by the said *J. E.* her intended Husband, enabled and empowered to make) give, direct, limit or appoint; (**And** until such Gift, Direction, Limitation or Appointment shall be made, and until such Estate and Estates so limited, directed or appointed, shall respectively commence and take effect, and as such Estate and Estates so limited, directed or appointed shall respectively end and determine; and as to such Part or Parts thereof, whereof no such Direction, Limitation or Appointment shall be made, then as to the said Messuage, &c.) (Part of the Premises).

Use to the Wife's (or Husband's, or other Person's) right Heirs for ever.

— **To the Use** and Behoof of the right Heirs of her (him) the said *M. K.* (Party hereto) for ever; (and then as to the said Messuage, &c. another Part of the Premises).

Use to the Trustees for—Years upon several Trusts.

— **To the Use** of the said *J. S.* and *C. P.* their Executors, Administrators and Assigns, for and during, and until the full End and Term of — Years from thence next ensuing, and fully to be compleat and ended, without Impeachment of or for any Manner of Waste, upon the Trusts, and subject to the Provisoes herein after mentioned, expressed and declared of and concerning the same Term: (and from and after the Determination of the said Term of — Years, and subject thereunto, and to the Trusts thereof)

Use to the Wife's Brother (after the Determination of — Years) and his Heirs for ever.

— **To the Use** of — eldest Son of *W. K.* Brother of her the said *M. K.* (Party hereto) his Heirs and Assigns for ever; (**And** as for and concerning the said Term of — Years herein before limited to them the said *J. S.* and *C. P.* their Executors, Administrators and Assigns as aforesaid; **It is** hereby agreed and declared by all the Parties to these Presents, that the same Estate and Term was and is to them so limited upon the Trusts, Intents and Purposes, and subject to the Proviso herein after mentioned, expressed and declared of and concerning the same Term; (that is to say) **In Case** there shall be no such Issue as aforesaid of the said intended Marriage, or such Deed, Writing, Will or Disposition made of the said Premises comprised in the said Term of — Years by her the said *M. K.* by virtue of the Power aforesaid).

The Trustees (if no Issue of the intended Marriage, and no Disposition by the Wife's Will made of the Premises comprised in the said Term) to mortgage, sell, &c. subject to the Annuity of — l. and raise Money for — and — upon the Contingency of the Trust.

— **Upon** this special **Trust**, that they the said J. S. and C. P. (*the Trustees*) and the Survivor of them, and the Executors, Administrators and Assigns of such Survivor, shall and do, by and out of the Rents, Issues and Profits of the said Premises so to them limited for the said Term of — Years as aforesaid, by Leasing, Mortgaging, Sale, or other Disposition thereof, or of the Premises comprised therein, or of any Part thereof, as shall be by them the said Trustees, or the Survivor of them, or the Executors, Administrators or Assigns of such Survivor, thought fit and convenient, (**Subject** nevertheless to the Payment of the said Annuity of — l. a Year to the said M. K. Widow, and her Assigns, during her natural Life, in Manner as aforesaid) levy and raise the Sum of — of lawful Money of, &c. to and for the only Use and Behoof of R. R. Wife of J. R. and Sister of her the said M. K. (Party to these Presents, if then living, but not otherwise); and also of the further Sum of — of like lawful Money, to and for the Use and Benefit of — Niece of her the said M. K. (Party hereto) and Sister of the said — (if then living, but not otherwise); the said several Sums of — a-piece so payable to them the said R. R. and — upon the Contingency and by virtue of the Trust aforesaid, to be paid to them respectively within — Months next after he the said — (*the Wife's Brother*) shall be in the actual Possession of the said Messuage, &c. so to him made by virtue of the Limitation thereof upon the Contingency aforesaid; Provided, &c. (*Vide Tit. Provisors*).

Trust for the intended Wife till married.

— **In Trust** for her the said M. K. Party hereto, her Executors, Administrators and Assigns, until the Solemnization of the said intended Marriage; (*and from and after the Solemnization thereof*)

Trust for the intended Husband to receive the Rents, &c. of Leasehold Premises, for so much of the Term as he shall live.

— **In Trust**, (*or say Upon* special **Trust** and Confidence in them the said D. E. and M. N. and either of them reposed) that they permit and suffer the said J. E. and his Assigns, to have and receive the Rents, Issues and Profits of the said hereby assigned Leasehold Premises, (*or say*, of all and singular the said Premises, without rendering any Account for the same) for and during so many Years of the said Term of — Years which are yet to come and unexpired, (*or say* so many Years of the said Term unexpired) as he shall happen to live; (*and from and immediately after his Decease*)

The like Trust for the intended Wife.

— **In Trust**, (*or Upon* the like special Trust and Confidence in them the said D. E. and M. N. and either of them reposed, that they the said D. E. and M. N. and the Survivor of them, and his and their, and either of their Executors, Administrators and Assigns shall likewise) to permit, &c. (*as above mutatis mutandis*); *and from and immediately after the Death of the Survivor of them the said J. E. and M. K. his intended Wife*)

Trust for the first Son to enjoy Leasehold Premises.

— **In Trust** to permit and suffer the Rents, Issues and Profits of the said hereby assigned Leasehold Premises, to be had, received and enjoyed by the first Son of the said J. E. on the Body of the said M. K. his intended Wife to be begotten, until such Son shall attain his said Age of 21 Years, then in Trust for such first Son, his Executors, Administrators and Assigns, for the Rest and Residue of the said Term of — Years; (*but in case such first Son shall happen to die before his Age of 21 Years, then*)

Trust for the second or other Son in Priority of Birth to enjoy the same.

— **In Trust** for the second and all other the Sons of the said J. E. on the Body of the said M. K. his intended Wife, to be begotten, successively as they shall be in Priority of Birth, until the Elder of such Sons shall respectively attain his and their Age of 21 Years :
Provided

Provided always, that in case any of such Sons shall attain his Age of 21 Years, then **In Trust**, and to the Intent and Purpose, that the entire and absolute Interest of the said Term shall vest in such of the said Sons as shall first attain his said Age of 21 Years, and shall go to the Executors, Administrators and Assigns of such Son as shall first attain his said Age of 21 Years as aforesaid, during the Rest and Residue of the said Term of — Years therein, which shall be then to come and unexpired; (and that in such Case the Limitation over of the Trusts of the said — Years Term, to the Younger Sons and the subsequent Issue Male, and also the Daughters of the said Marriage shall be void and of no Effect; and in case there shall be no Issue Male of the said J. E. on the Body of the said M. K. (Party hereto) to be begotten, that shall attain his Age of 21 Years, that then and in such Case the said Leasehold Premises shall be)

Trust for all the Daughters to enjoy the same as Tenants in Common.

— **In Trust** for all and every of the Daughters of the said J. E. on the Body of the said M. K. his intended Wife to be begotten, for the Residue of the said Term of — Years, such Daughters to take Share and Share alike as Tenants in Common, and not as Jointenants: **Provided also**, that if any of the Daughters should die before the Age of 21 Years unmarried, that then and so often the Share or Shares of her or them so dying shall go to the surviving Daughter or Daughters for the Residue of the said Term of — Years; such surviving Daughters to take Share and Share alike as Tenants in Common, and not as Jointenants; (and in case there shall be no Daughter of the said intended Marriage, or in case there shall be one or more such Daughters, and all of them shall die under the Age of 21 Years and unmarried, then)

To the Disposition of the Wife's Will or Deed.

— **The Trust** and Benefit of the said Leasehold Premises shall be and remain for such Person or Persons, upon such Conditions, Manner and Form, or to, for or upon such Trusts, Intents and Purposes, as she the said M. K. (Party hereto) (notwithstanding her Coverture, or whether Covert or Discover) shall by any such her Deed, Writing or last Will, to be by her so executed and testified in Manner as aforesaid, (*Vide ante*) give, dispose, limit, direct and appoint the same; (and for want of such Gift, Disposition, Limitation, Direction and Appointment, then)

Trust for the Wife's Executors, &c. (for the Remainder of the Term).

— **In Trust** for the Executors, Administrators and Assigns of the said M. K. (Party hereto) for and during the Residue of the said Term of — Years, which shall be then to come and unexpired therein, and for and upon no other Trust, Intent or Purpose whatsoever).

Trustees to pay to or permit the intended Wife to receive the Produce of Stocks, Annuities, &c. Money put out, Estates, &c. during her Life, without being subject to the Controul of her Husband.

— **Upon** (this further) **Trust**, that the said Trustees, or the Survivor of them, his Executors, Administrators and Assigns, (during the said intended Coverture between the said J. E. and M. K. his intended Wife, or during the said Term determinable as aforesaid) shall and will, from Time to Time, either pay to or permit, suffer (and as far as they lawfully may authorize and empower) her the said M. K. and her Assigns, (the same to be at her Election) to receive all the Interest, Dividends, Profits, and other Produce whatsoever to be had or made of the Exchequer Annuities, South-Sea Stock and Annuities, Million Bank Stock and Army Debentures so transferred to them the said — Trustees as aforesaid, (or in Case of a Sum of Money put out, &c. say to receive the Interest and Produce of the said Sum of —) or if to receive the Profits of an Estate, say, of the said hereby (released and assigned Premises) and every Part and Parcel thereof; the same to go and be to and for the sole, separate, personal and peculiar Use, Benefit and Dispose of her the said M. K. and her Assigns, during her Life, and not to be paid to the said J. E. her intended Husband, or as he shall appoint, but to be paid to the proper Hands of her the said M. K. his intended Wife, or to such other Person or Persons, as she, by any Note or Writing to be by her signed with her Name of her own proper Hand Writing, (notwithstanding her intended Coverture, and whether Covert or Discover) shall from Time to Time direct or appoint; and that the same, or any Part thereof, shall not in any wise be subject or liable to the Disposal, Intermeddling, Controul, Engagements, Debts or Incumbrance of the said J. E. her intended Husband; and that the Receipt and Receipts of her the said M. K. Party hereto, signed

signed by her proper Hand, (notwithstanding such her intended Coverture) or of such Person or Persons so by her appointed to receive Discharges, as well to the said Trustees, their Executors, Administrators and Assigns, as also to all and every other Person or Persons who are or shall be liable to pay the same, or any Part thereof, for so much thereof as shall be by her or them thereby acknowledged to be so received; [and from and after the Death of the said M. K. (in case there shall be any Child or Children of the Body of the said J. E. on the Body of the said M. K. his intended Wife begotten, which shall be then living) then]

Another, for a Trustee to pay to a Wife, or her Order, the Rents and Profits of an Estate (during the Term granted) to her separate Use.

(In a Settlement after Marriage).

— Upon this special Trust and Confidence, that he the said H. G. (the Trustee) his Executors, Administrators and Assigns, do and shall from Time, &c. hereafter, during the said Term, determinable as aforesaid, pay, apply and dispose of the Rents, Issues and Profits of the Premises, as the same shall from Time to Time arise and be received, unto such Person or Persons, and for such Uses and Purposes, and in such Parts and Proportions, Manner and Form, as she the said S. (the Wife) from Time to Time, notwithstanding her Coverture, shall by any Note or Writing under her Hand direct or appoint; and for want of such Direction or Appointment, then to the proper Hands of her the said S. or otherwise shall permit her to receive the same, to and for her own sole and separate Use and Benefit; and her Receipt or Receipts alone, notwithstanding her Coverture, shall be a sufficient Discharge from Time to Time, to the Person or Persons so paying the same, for so much thereof for which such Receipts shall be given, to the Intent that the same Rents, &c. or any Part thereof, may not be at the Disposal, or subject or liable to the Controul, Debts, Forfeitures or Engagements of the said D. W. but only to and for her own sole and separate Use, Benefit and Disposal, and to, for and upon no other Use, Trust, Intent or Purpose whatsoever.

The like during the Term granted, if the Husband lives so long.

— In Trust, that he the said D. E. his Executors and Administrators, do and shall, from Time to Time, during the said Term of 99 Years, if the said A. B. shall so long live, pay and apply all and singular the Rents, Issues and Profits of the said hereby demised Manors, Tenements and Premises, not to the said A. B. or as he shall appoint, but to the proper Hands of the said C. to the sole, proper, personal and peculiar Use of the said C. or to such Person and Persons, as the said C. shall from Time to Time, by any Writing, signed by her with her Name of her own Hand Writing, notwithstanding her Coverture, and as if she were sole and unmarried, direct or appoint, exclusive of the said A. B. who is to have no Power to dispose of, intermeddle with or incumber the said Manors, Lands or Premises, or the Rents, Issues and Profits thereof, and to and upon no other Trust or Confidence whatsoever, or otherwise howsoever.

Trustees to pay Annuities, Stocks, &c. and Produce thereof, and Produce of Estates amongst the Children, according to the intended Wife's last Will or Deed in Writing.

— Upon (this further) Trust, that they the said Trustees, and the Survivor of them, his Executors, Administrators and Assigns, do and shall pay, apply and dispose of, assign over and transfer, as well all and singular the said Annuities, Stocks, and other Premises so transferred to them as aforesaid, as also all the Interest, Dividends, Profits, and other Produce (or dispose of all and singular the said hereby (released and assigned) Monies and other the Premises, and of the Interest, Produce and Proceed to arise or be had or made thereof) unto and amongst such Child or Children which shall be then living, in such Parts, Shares and Proportions, and upon such Conditions, Manner and Form, as she the said M. K. (notwithstanding her intended Coverture, and whether Covert or Discover) shall by any (such) her Deed, Writing, or by her last Will and Testament to be by her duly (so) executed and testified in the Presence of three or more credible Witnesses (in Manner as aforesaid) (which Deed, Writing or Will, she the said — is hereby, and by the said — her intended Husband enabled and empowered to make) give, dispose, limit, direct or appoint the same; (and for want of such Gift, Disposition, Limitation, Direction or Appointment, then the same)

Division amongst the Children, if no Will or Deed.

— **To** go and be equally divided between and amongst all and every such Children as shall be living at her Decease (if more than one) Part and Share alike, [And then the Interest or Produce of all and every such Child or Children's Part, shall from Time to Time, at the Direction of the said Trustees, be paid and applied for and towards the Education and Maintenance of such Child or Children, until their respective Parts and Portions of the said hereby *(released and assigned Monies and Premises)* shall become payable, which said Shares or Parts, of and in the said *(Monies and Premises)* to be paid, &c.] and to be paid them respectively in Manner as follows, (that is to say) to be paid to such of them as shall be a Son or Sons, at his or their Age or respective Ages of 21 Years (if he or they shall live so long); and unto such of them as shall be a Daughter or Daughters, at her or their Age or Ages of 18 (21) Years, or Days of Marriage, which shall respectively first happen (if she or they live so long); **But** if any of the said Children die before their Parts or Shares of and in the said Annuities, Stocks, Monies, and other the Premises so transferred as aforesaid, [before their said Parts or Portions of and in the said *Monies and Premises*] shall become payable, then the Parts and Shares of him, her or them, so dying, with the Interest thereof, from the Death of the same Child or Children respectively, shall be paid to the Survivors or Survivor of such Child or Children, when and as their respective Parts or Shares shall or have become due and payable. *(And in Case there shall be no such Child or Children of the Body of the said M. K. by the said J. E. her intended Husband begotten, living at the Time of the Death of the said M. K. or in Case of there being such Child or Children, and all of them shall happen to die before any of their Parts or Portions shall become due and payable, then, and from thenceforth, and in either of the said Cases)*

Trustees to permit the Husband (if living) to receive the Produce of Annuities, &c. or Estates, &c. during his Life.

— **Upon** (this further) **Trust**, that they the said Trustees, or the Survivor of them, his Heirs, Executors, Administrators or Assigns, *(in Case the said J. E. shall survive and outlive the said M. K. his intended Wife)* shall and do pay, or else permit and suffer him the said J. E. and his Assigns, to receive the Interest, Profits and Produce from thenceforth to arise or be had or made of all and singular the said Annuities, Stocks, and other the Premises so transferred as aforesaid [or of all and singular the said hereby *released and assigned Monies and Premises*] during his natural Life only, to and for his and their own Use and Benefit, *(And from and immediately after the Death of him the said J. E. then)*

If no Issue of the intended Marriage, the Premises (except — 1. Stock to be assigned for the Use of the Survivor of the intended Husband and Wife, and the Executors, Administrators or Assigns of such Survivor.

— **Upon** (this further) **Trust**, in case of no such Issue of the said intended Marriage that shall live to be intitled to the said Annuities, Stocks, and other the Premises so transferred as aforesaid, by virtue of the Limitations or any of them herein before made of the same Premises, that then the same Premises, *(Except the Sum of — Capital Stock, Part thereof, herein after by the said M. K. to be given and disposed of, if she shall so think fit)* (Vid. Tit. **Provisoes**) to go and be transferred and assigned to and for the only Use and Benefit of the Survivor of them the said J. E. and M. his intended Wife, and of the Executors, Administrators or Assigns of such Survivor, and to, for and upon no other Trust, Intent or Purpose whatsoever.

That Trustees may dispose of Monies arising by Sale of Annuities, Stocks, &c. (Vid. Proviso for the Sale Tit. Provisoes) to the Use of the intended Husband and Wife, or as they by their joint Deed shall direct.

— **And upon** this further **Trust**, that they the said Trustees, and the Survivor of them, his Executors, Administrators and Assigns, (by and with such joint Consent of them the said J. E. and M. K. to be so testified as aforesaid, but not otherwise) shall and do pay and dispose of all and every the Sum and Sums of Money arising by such Sale or Sales of the said Annuities, Stocks, and other the Premises (subject in Manner as aforesaid) to them the said J. E. and M. K. (Party hereto) to and for their own Use and Benefit, or else shall and do apply, pay and dispose of the same, to and for such Uses, Intents and Pur-

poses, and in such Manner, as they the said J. E. and M. K. by any such their joint Deed to be by them so executed and attested as aforesaid, shall limit, direct or appoint, touching and concerning the same; any Thing herein before contained to the contrary thereof in any wise notwithstanding.

That Trustees at the Decease of the intended Husband shall transfer Stock, and pay Money to his Children, according to his Will, or for want of a Will, equally amongst them.

— Upon further Trust, that they the said C. and D. and the Survivor of them, his Executors and Administrators, shall assign over, or transfer and pay, as well the said 100 l. South-Sea Annuity Stock as the said 500 l. (if the same shall become payable) and the Dividends and Interest which shall be thereon due at the Decease of the said B. to and amongst all such Child or Children of the said B. on the Body of the said A. his intended Wife to be begotten, as shall be living, or in *Ventre sa Mere* at the Time of the Decease of the said B. in such Shares and Proportions as the said B. shall by his last Will and Testament in Writing under his Hand and Seal, to be attested by three or more credible Witnesses, direct, limit and appoint, (*And for Want of such Direction, Limitation or Appointment*) to and amongst all the Children of the said B. on the Body of the said A. as shall be living, or in *Ventre sa Mere*, at the Time of his Death, equally, and Share and Share alike. (*And in Default of such Issue living, or in Ventre sa Mere, at the Time of the Death of the said B. then*)

That the intended Wife (if she survives her Husband, and he leaves her without Issue) shall have the Produce and Interest of Stocks and Money.

— Upon this further Trust, that they the said C. and P. (the Trustees) and the Survivor of them, his Executors and Administrators, shall permit and suffer, and as far as they lawfully may, authorise her the said A. (in Case she shall happen to survive the said B. and the said B. shall happen to die without Issue between him and the said A. to be begotten, living or in *Ventre sa Mere* at the Time of his Death) for and during the Term of her natural Life to receive the Dividends, Interest and Profits, as well of the said 100 l. South-Sea Annuity Stock, as also of the said 500 l. so secured as aforesaid, in case the same shall become payable, (*And from and after her Decease*)

That the Executors or Administrators of the intended Husband shall have Stocks, Monies, &c.

— Upon further Trust, that the said C. and D. (the Trustees) and the Survivor of them, and the Executors and Administrators of such Survivor, do and shall transfer and pay as well the said 100 l. South-Sea Annuity Stock, as also the said 500 l. in case the same shall become payable, and the Dividends, Interest and Produce thereof respectively to the Executors or Administrators of the said B. any Thing herein before contained to the contrary thereof in any wise notwithstanding.

Use of a personal Estate to Trustees (with Power for them to sue, receive and discharge, &c.) upon several Trusts.

— To the Use of the said Trustees, their Executors and Administrators, from henceforth, as and for their own proper Monies, Goods and Chattels for ever; and to which they are hereby intended to have a legal Right, Interest and Property; and that in as full, large, ample and beneficial Manner to all Intents, Constructions and Purposes whatsoever, as she the said A. C. could or might have had, held, recovered and received the same, in case these Presents had not been made; together with full Power and Authority for them the said Trustees, and the Survivor of them, his Executors or Administrators in his and their own Names, or in the Names of them the said G. G. and A. C. his intended Wife, or either of them, to demand, sue for, recover, receive, release and discharge all and every such Securities and Debts, Part of the herein before assigned Premises, which are now due, or which in any wise belong to her the said A. C. and that as fully, effectually and absolutely, to all Intents and Purposes whatsoever, as they the said G. G. and A. C. his intended Wife, or either of them, could or might do if personally present, and as if these Presents had not been made; *Nevertheless* to, for and upon the several Trusts, Intents and Purposes; *And subject* to the Proviso herein after mentioned, expressed and declared, of and concerning the same.

That the Trustees shall sell the intended Wife's personal Estate by her Consent.

— Upon Trust, that they the said Trustees shall and do, as soon as conveniently may be after the said Marriage, (by and with the Consent of her the said A. C.) notwithstanding her intended Coverture, and as if she were a Feme sole (such Consent to be signified by any Writing under her Hand and Seal, testified by two or more credible Witnesses) absolutely to sell and dispose of all and singular the hereby assigned saleable personal Estate of her the said A. C. in the best Manner, and for the most Money that can be got for the same. *(And from and immediately after such Sale, then)*

Trustees to apply Monies arising by Sale of the intended Wife's personal Estate, upon Securities or in a Purchase, and occasionally to call in and new place out the Monies.

— Upon this further Trust, that they the said Trustees and the Survivor of them, his Executors, Administrators and Assigns, by and with the Consent of the said A. C. testified, &c. shall and do, as soon as conveniently may be, put and place out as well all the Monies arising by such Sale, as also all Monies now due on any Securities, and also all Debts belonging to the hereby assigned personal Estate of her the said A. C. when and as the same shall be by them the said Trustees got in and received; as likewise the said Sum of 100*l.* so paid to them by the said G. G. as aforesaid, upon one or more good and sufficient Security or Securities either real or personal, or else in some publick Bank Stock or Fund, and in such Manner as they the said Trustees, by and with such Consent testified, &c. shall think fit, Together with full Power for the said Trustees, by and with such Consent testified, &c. to call in and new place out the said Monies, or any Part thereof, as Occasion may require; so as the best annual Interest, Produce or Profit be made thereof, as conveniently can or may be without lessening the Principal.

Use to the intended Wife's Father till the Marriage.

— To the Use and Behoof of the said J. G. and his Heirs, until the said intended Marriage between the said J. B. and C. G. shall be had and solemnized. *(And from and after the Solemnization thereof)*

Use to the intended Wife's Father during his Life.

— To the Use and Behoof of the said J. G. and his Assigns, for and during the Term of his natural Life. *(And from and after his Decease)*

That the Trustees shall receive Rents, &c. and pay the same to the Wife during the Husband's Life, notwithstanding the Coverture, or the Bankruptcy of the Husband. Vid. Marriage Settlement.

— Upon this further Trust and Confidence, that they the said T. H. H. B. junior, their Executors, Administrators and Assigns, do and shall from Time to Time receive the Rents, Issues and Profits of the Premises, and pay, apply and dispose of the same during the natural Life of the said J. B. *(the Husband)* into the proper Hands of the said C. G. or to such Person or Persons as she alone, and without her Husband, notwithstanding her Coverture, or the Bankruptcy of her said Husband, shall, by any Writing or Writings under her Hand, from Time to Time direct and appoint for her sole and separate Use, and to be at her separate Disposal, not subject or liable to the Power or Controul of the said J. B. or to his Debts or Disposal; and for which her Receipt alone, notwithstanding her Coverture, or such Bankruptcy of her Husband as aforesaid, shall from Time to Time be a sufficient Discharge. *(And from and after the Decease of the said C. G. in case the said J. B. shall be then living, and shall have been a Bankrupt)*

And after the Wife's Death, then to such others as would be intitled if both Husband and Wife were dead, &c.

— Upon this further Trust, to pay the Rents, Issues and Profits of the Premises during the Life of the said J. B. to such Person or Persons as would be intitled to the same, by virtue of these Presents, in case the said J. B. and C. G. were both dead; and from and after the Decease of the said J. B. the said Term of ninety-nine Years shall cease and be void;

void ; any Thing in these Presents contained to the contrary thereof in any wise notwithstanding.

Use as before conveyed, till Marriage.

— **To** and for **such Uses**, Intents and Purposes, as the same Hereditaments and Premises now stand conveyed and settled, until the Solemnization of the said intended Marriage.

Use that the Wife's Mother shall receive a Rent-charge during her Life.

— **To the Use**, Intent and Purpose, that the said *E. H. (the intended Wife's Mother)* and her Assigns, shall and may out of all and singular the said hereby limited Hereditaments and Premises in the said County of—during her Life, have, perceive and take to her and their own Use, the before mentioned yearly Rent-charge or yearly Sum of eighty Pounds of, &c. free and clear and without any Deduction or Abatement for or in Respect of any Parliamentary or other Taxes or Charges whatsoever, to be paid by quarterly Payments, at or in the four most usual Feasts, &c. the first Payment to begin, &c. and all the said Payments to be made at—

On Non-payment of Rent-charge to distrain.

— **And to this further Use**, Intent and Purpose, that in case it shall happen that the said yearly Rent-charge or yearly Sum of 80*l. per Annum*, or any Part thereof, shall at any Time be behind and unpaid by the Space of 20 Days next over or after any of the said Feast-Days on which the same ought to be paid to the said *E. H.* as aforesaid, that then and so often it shall and may be lawful to and for the said *E. H.* and her Assigns, into all and singular the said hereby limited Messuages, &c. in, &c. and into every or any Part thereof to enter and distrain, and the Distress and Distresses then and there found, to lead, drive, carry away and impound, and the same in Pound to detain and keep, or otherwise dispose of the same, as the Law shall allow, until the said yearly Rent-charge or yearly Sum of 80*l.* and all Arrears thereof, and all Costs and Damages to be sustained by Reason of the Non-payment thereof, according to the true Intent and Meaning of these Presents, shall be fully paid and satisfied.

To re-enter on Non-payment of a Rent-charge.

— **And also to this further Use**, Intent and Purpose, that in case the said yearly Rent-charge or yearly Sum of 80*l.* or any Part thereof, shall be behind and unpaid by the Space of 40 Days next over or after any of the said Feasts or Days of Payment whereon the same ought to be paid as aforesaid, that then, and in such Case, it shall and may be lawful to and for the said *E. H.* or her Assigns, (although no Demand shall have been made thereof, by or on the Behalf of the said *E. H.* of the said Rent-charge, or of any Arrear thereof) into all and singular the said hereby limited Messuages, &c. in, &c. hereby made chargeable therewith ; and into every or any Part thereof to enter, and take and receive the Rents, Issues and Profits thereof, and of every Part thereof, to her and their own Use and Benefit, until thereby or therewith, or otherwise, she and they shall be fully paid and satisfied all the Arrears of the said yearly Rent-charge or yearly Sum of 80*l.* which shall incur or might have incurred ; and all Losses, Costs, Expences and Damages, which she or they shall be put unto or sustain, by Reason of the Non-payment thereof, at the Times herein before mentioned for Payment thereof.

*That out of the Profits of Premises limited to Trustees for a Term of 100 Years (subject to an Annuity of 80*l.* per Ann. to the Wife's Mother during the joint Lives of Husband and Wife) 100*l.* per Ann. shall be paid to the Wife's separate Use.*

— **Upon Trust**, that the said *J. E.* and *W. W.* and the Survivor of them, and the Executors, Administrators and Assigns of such Survivor, shall and do, by and out of the Rents, Issues and Profits of all and singular the same Hereditaments and Appurtenances so limited to them for the said Term of 100 Years as aforesaid (subject to the said Annuity of 80*l. per Annum* payable to the said *E. H.* and to the said Term of 99 Years in Part of the said Premises, for securing Payment of the said 80*l. per Annum* in Manner as aforesaid, during the joint Lives of the said *W. N.* Party hereto, and the said *M.* his intended Wife) levy, pay and dispose of the yearly Sum of 100*l.* of, &c. free and clear of and from all and
all

all Manner of Taxes, Charges and Deductions whatsoever, already imposed or hereafter to be imposed by Act of Parliament, or otherwise howsoever, to the separate Hands of the said *M. H.* to and for her sole and separate Use, or to such Person or Persons, and for such Use and Uses, Intents and Purposes as the said *M. H.* alone and without the said *W. N.* (Party hereto) her intended Husband, notwithstanding her Coverture, by any Writing or Writings under her Hand and Seal, shall from Time to Time direct or appoint, by quarterly Payments, at the four most usual Feasts, &c. which said yearly Sum of 100 *l.* is hereby intended and agreed to be applied and disposed, to and to the sole, peculiar and separate Use of the said *M. H.* and for her Apparel and Ornaments, or otherwise as she shall think fit, and not to be subject to the Controul, Debts, Engagements or Intermeddling of the said *W. N.* (Party hereto) her intended Husband; and the Receipt, &c. (*As in a Term limited to Trustees*).

That the Husband shall receive the Rents, &c. during the joint Lives of Husband and Wife, after Payment of an Annuity to the separate Use of the Wife.

— And also upon Trust, to permit and suffer the said *W. N.* Party hereto, and his Assigns, to receive all the Rents, Issues and Profits of the Premises so limited to them the said *J. E.* and *W. W.* for the said Term of 100 Years, which shall not be applied by them to the Payment of the said yearly Sum of 100 *l.* payable as aforesaid, and of the Costs and Charges of the said *J. E.* and *W. W.* their Executors, &c. upon Account thereof, as the same shall accrue and arise from Time to Time during the joint Lives of the said *W. N.* (Party hereto) and *M. H.* his intended Wife, according to the Limitations herein mentioned and expressed.

Use to the first Son of the Wife lawfully issuing, (for Default of Issue by the now intended Husband).

— To the Use and Behoof of the first Son of the Body of the said *M. H.* lawfully to be begotten, and the Heirs Male of the Body of such first Son lawfully issuing; and in Default of such Issue,

To the second, third, fourth, &c. Son of the Wife lawfully issuing.

— To the Use, and Behoof of the second, third, fourth, fifth, and all and every other Son and Sons of the Body of the said *M. H.* lawfully to be begotten, severally, successively, and in Remainder, &c. and in Default of such Issue,

To her Daughters as Tenants in Common.

— To the Use and Behoof of all and every the Daughter and Daughters of the said *M. H.* lawfully to be begotten, equally to be divided, &c.

Use to the Wife's Mother, her Heirs and Assigns for ever, to her last Will or Appointment in Lieu of a Rent-charge.

— To the only Use and Behoof of the said *E. H.* her Heirs and Assigns for ever, or to such Person or Persons, his, her or their Heirs, as she the said *E. H.* by any Writing under her Hand and Seal, or by her Last Will, to be attested by three or more credible Witnesses, shall nominate or appoint; the same to be in Lieu and Stead of the said Rent-charge of 80 *l.* per Ann. herein before limited and secured to her the said *E. H.* as aforesaid; any Thing herein before contained, &c.

Trust for younger Sons and Daughters to receive Rents, &c. as Tenants in Common; or if only one Son, or one or more Daughters, the Trustees to convey the Premises to the Use of such Son, or to the Use of such Daughters as Tenants in Common.

— In Trust, that they the said Trustees, and the Survivor of them and his Heirs, do and shall permit and suffer such younger Son and Sons, Daughter and Daughters, and their respective Heirs, to take and receive the Rents, Issues and Profits of the said ——— to his, her and their own Use and Uses, in equal Proportions, Share and Share alike, as Tenants in Common only, and not as Jointenants: And in case there shall be no such younger Children, Son or Sons, Daughter or Daughters, but only one Son living of the said Marriage at

the time of the Death of them the said W. N. the younger, and M. his intended Wife; or in Case there shall be no such Issue Male by the said Marriage, and only one or more Daughter or Daughters, that then and in either of the said Cases they the said Trustees, and the Survivor of them and his Heirs, do and shall, or upon the Request and at the proper Costs and Charges of such only Son or his Heirs, or such Daughter or Daughters, or her or their respective Heirs, convey and assure the said—unto, or to the Use of, or in Trust for such one only Son and his Heirs for ever; And in Default of such Issue Male by such Marriage, then to such Daughter or Daughters, and her and their Heirs for ever, Share and Share alike; such Daughters to take as Tenants in Common, and not as Jointenants.

Use to the Father for Life, Remainder to the Mother for Life, Remainder to the Son for Life, Remainder to the Son's Wife for Life, Remainder to Trustees and their Heirs, subject to same Trusts before limited.

— **To the Use** of the said *W. N.* the Elder, for his Life, the Remainder to the Use of the said *M. N.* for her Life, the Remainder to the Use of the said *W. N.* the Younger, for his Life, the Remainder to the Use of the said *M. H.* for her Life, the Remainder to the Use of the said *G. H.* and *W. P. W.* and their Heirs; **Subject** to the same Trusts, and to the same Intents and Purposes, as are herein before declared touching the Inheritance of the said Freehold Close, &c.

That Trustees shall transfer and assign Monies, and the Securities for the same, &c. to such Persons, &c. as the intended Wife by Deed or Will shall appoint.

Upon (this further) Trust, that they the said Trustees, and the Survivor of them, his Executors, Administrators and Assigns, shall and do transfer and assign all and singular the hereby assigned Principal Monies so vested in them as aforesaid, and all Securities which now or at any Time hereafter shall be had or taken for the same, and all Interest Monies and other Produce then due and payable by Virtue thereof, to such Person or Persons, and in such Parts, Shares and Proportions, and upon such Conditions, Manner and Form, or to and for such Uses, Trusts, Intents and Purposes, as she the said *D. P.* (notwithstanding her intended Coverture, and as if she were a Feme Sole), shall by any (such) her Deed, Will, or last Will and Testament, to be by her so executed and testified, (in Manner as aforesaid) give, dispose, direct, limit or appoint the same (as aforesaid).

Trustees to pay an Annuity to a Wife for her separate Use notwithstanding her Coverture.

— **Upon Trust**, that they the said Sir *J. C.* and *J. C.* and the Survivor of them and his Heirs, shall, as he and they shall receive the same, pay over the said annual Sum of 100 *l.* to the proper Hands of the said *T. B.* or to such Person or Persons as she, notwithstanding her Coverture, shall direct or appoint for her personal and separate Use, wherewith the said *G. P.* her intended Husband shall not intermeddle, or have any Power to receive, incumber or dispose of the same, or any Part thereof; and the Receipts the said *T.* shall give to such Person or Persons who from Time to Time shall pay the same, to be good and effectual Discharges both at Law and in Equity.

That the Trustees out of an Estate limited to the second Son, &c. shall pay the Wife a Rent-charge during her Life.

— **To the Use, Intent and Purpose**, that the said *B. H.* Wife of the said Sir *H. H.* shall and may have, receive and take yearly and every Year, during the Time of her natural Life, the annual Sum or yearly Rent-charge of 200 *l.* to be issuing and going out of all the said Capital Messuage, &c. hereby granted, or intended so to be, the said annual Sum or yearly Rent-charge of 200 *l.* to be paid Half-yearly, at *Michaelmas* and *Lady-Day*, by equal Half-yearly Payments, without any Deduction or Abatement for or by Reason of any Taxes, Assessments, or any other Impositions of any Kind assessed or imposed, or at any Time hereafter to be assessed or imposed on the said annual Sum of 200 *l.* by Authority of Parliament, or otherwise howsoever; the first Payment to be made on such of the said Feasts as shall next happen after the Death of the said Sir *H. H.* and to this further Use, Intent and Purpose, that if it shall happen the said yearly Sum or Rent-charge of 200 *l.* or any Part thereof, shall be behind and unpaid by the space of — Days, &c. (as in *Provisoes in Annuities*); and as, for, touching and concerning the said Capital Messuage, &c. so charged and chargeable

able with the said annual Sum of 200 *l.* as aforesaid, to the Use and Behoof of *M. H.* second Son of Sir *H. H.* and the Heirs Male of the Body of the said *M. H.* lawfully to be begotten; and for want of such Issue, charged and chargeable as aforesaid, to the Use and Behoof of the said Sir *H. H.* his Heirs and Assigns for ever.

Licence.

A Licence from a Steward to grant a Lease of Copyhold Lands.

*The Manor of the Prebendary of Islington, otherwise }
Isleden, in the County of Middlesex.*

*The Manor of Canbury, otherwise Cannonbury, in }
the County of Middlesex.*

23 **E**t remembered, That the Lord of the said Manor, by *Knightly D'Anvers, Esq;* his Steward, this—Day of *November 1734*, out of Court granted Leave to Sir *W. H. Bart.* one of the Customary Tenants of the said Manor, to lease all those his Messuages, Lands and Tenements, with their Appurtenances, situate, lying and being within the said Manor, (to which he was admitted at a court held for the said Manor on the 25th Day of *May* which was in the Year of our Lord 1731.) to any Person or Persons whatsoever being willing to take the same, for and during and unto the full End and Term of 99 Years from *Michaelmas* next, or for any shorter Time; **Saving** always to the said Lord of the said Manor, and his Successors, all and all Manner of Fines, Rents, Services and Customs before due, and of Right accustomed to be paid; and for this Licence the said *T.* and *J.* have given to the said Lord for a Fine the Sum of — that is to say, — for every Year, according to the Custom of the said Manor.

A Licence to exercise a Trade in a particular House for a Term of Years.

Whereas since the Executing of the within written Indenture of Assignment, *R. C.* of *Essex* having intermarried with the within named *C. A.* he the said *R. C.* is now intitled to all Benefit and Advantage to be had, made or obtained by Virtue of all or any the Covenants, Conditions or Agreements in the said Indenture contained, to be paid and performed by the within named *T. B.* **And whereas** the said *R. C.* and *T. B.* have agreed in Manner as follows, (to wit) That he the said *R. C.* will give free Liberty and Licence unto the said *T. B.* to vend, sell and dispose of all Manner of Hosiery Goods and Wares in the within assigned Messuage, or Tenement and Premises, during the now Residue of the within assigned Term of 15 Years, in such Manner as he shall think fit, (notwithstanding the last within written Covenant contained to the contrary thereof); **And** that he the said *T. B.* in Consideration thereof, during the Residue of the said Term, will buy all such Hosiery Goods and Wares, to be by him so sold and disposed of, of *P. G.* of, *Essex* at the Market Price, in such Manner as herein after mentioned: **Now these Presents witness,** and the said *R. C.* (in Pursuance of his Part of the said Agreement, and for other good Considerations him moving) **Doth** for himself and the said *C.* his Wife, and for their respective Executors, and Administrators, consent to, and by these Presents **Doth** give unto the said *T. B.* his Executors, Administrators and Assigns, full and free Leave, Liberty and Licence from henceforth, and at all Times to vend, sell and dispose of all and all Manner of such Hosiery Goods, Wares and other Things, incident to and belonging to the said Trade or Business of a Hosier, at or in the said Messuage, or Tenement and Premises, for and during all the now Residue of the said Term of 15 Years, in such Manner as he or they shall think fit; any Covenant, Clause or agreement in the within written Indenture contained to the contrary thereof notwithstanding: **In Consideration** of which Liberty and Licence so given as aforesaid, he the said *T. B.* (in Pursuance of his Part of the said Agreement, and for other good Considerations him moving) **Doth** for himself, his Executors and Administrators, by these Presents, covenant and agree to and with the said *R. C.* his Executors and Administrators, that he the said *T. B.* his Executors, and Administrators, shall and will from henceforth, during all the now Residue of the said Term of 15 Years, buy of him the said *P. G.* of, *Essex* all and all Manner of such Hosiery Goods, wares and other Things incident and belonging to the said Hosier's Trade or Business, as shall be by him the said *T. B.* so sold and disposed of at the said Messuage, so as the same be by him sold at the common Market Price as aforesaid.

Livery

Livery of Seisin. (a)

Livery by Feoffor to Feoffee.

WE it remembered, That this—Day of—in the Year of our Lord—peaceable and quiet Possession and Seisin of the said Messuage and Lands, and other the Premises in this Deed contained, was delivered by the within named *R. R.* to the within named *J. F.* according to the Form and Effect of this Deed, in the Presence of us whose Names are hereunto subscribed.

Livery by two Attorneys named in the Deed.

—Was taken, had and delivered by *J. J.* and *F. F.* the Attornies within named, to the within named *R. C.* according to the Tenor and true Meaning of this present Indenture, in the Presence of—

Another, by one.

—Of all and singular the Lands, &c. within granted, or mentioned to be granted, was taken and had by the within named *J. F.* for and in the Name of *F. J.* within mentioned, and afterwards was for and in the Name of the said *F. J.* delivered by the said *J. F.* unto the within named *R. C.* according to the Authority within given, to hold to him the said *R. C.* his Heirs and Assigns, according to the Form and Effect of this present Deed, in the Presence of us whose Names are hereunder written.

Another.

Memorandum, That upon the 27th Day of *December* within written, the within named *J. P.* by Virtue of the Letter of Attorney within contained, did for the within named *E. B.* as his Attorney, and in his Name, into the Messuage or Tenement within mentioned to be granted, in the Name thereof and of all and singular the Closes, Lands and Hereditaments within mentioned to be granted, with their Appurtenances, enter, and full and peaceable Possession and Seisin thereof, for and in the Name of the Whole, for him the said *E. B.* and in his Name take, and afterwards full and peaceable Possession and Seisin thereof, for and in the Name of the Whole, for him the said *E. B.* and in his Name did deliver unto the within named *W. G.* to hold to him, his Heirs and Assigns for ever, according to the Purport, Tenure, Effect, Intent and true Meaning of the within written Indenture, and of the said Letter of Attorney therein contained, in the Presence of

J. P.

T. S.
R. H.
P. G.
B. F.

Memorandum, That upon the Day and Year abovesaid the within named *T. E.* did attorn Tenant to the Grant within mentioned, by the Payment of 6 *d.* to the within named *W. G.* in the Name of Seisin thereof, in the Presence of

T. S.
P. G.
B. F.

Livery and Attornment together.

WE it remembered, That on the—peaceable and quiet Possession and Seisin of the, &c. within specified, was taken and had and delivered by the Attorney within named, to the within named *R. C.* according to the Tenor and true Meaning of this present Indenture; and likewise the Day and Year abovesaid, *A. B. C. D.* and *E. F.* being Tenants of the Premises by

(a) Vide Indorsements.

by several Leases to them made of their respective Tenancies, did severally attorn Tenants to the said R. C. according to this present Grant, whereof they and every of them had full and perfect Notice at the Time of their said respective Attornments; all which was done in the Presence of the Persons whose Names are hereunto subscribed.

Memorials.

A Lease for a Year.

A Memorial to be registred, pursuant to an Act of Parliament made in the 7th Year of her late Majesty Queen Anne, intituled, An Act for the publick Registering of Deeds, Conveyances, Wills, and other Incumbrances which shall be made, or that may affect any Honours, Manors, Lands, Tenements or Hereditaments within the County of Middlesex, after the 29th Day of September 1709. Preamble.

Or the Preamble may be shorter thus :

A Memorial to be registered, pursuant to an Act of Parliament made and passed for the publick Registering of Deeds, &c. relating to Estates within the County of Middlesex. Or, **A Memorial** to be registered pursuant to an Act of Parliament made for that Purpose.

If an Indenture, bearing Date the—Day of—in the—Year of the Reign of A. and B. our Sovereign Lord George the Second, by the Grace of God of Great Britain, France and Ireland King, defender of the Faith, &c. and in the Year of our Lord—made between J. A. of—of the one Part, and R. R. of—of the other Part, purporting to be a Lease for a Year, to vest the Possession of and concerning All that Messuage or Tenement, with the Appurtenances, situate, lying and being in—in the said County of Middlesex, late in the Tenure or Occupation of—called or known by the Name of—and all Buildings, Yards, Gardens, Backsides, Ways, Easements, Profits, Commodities and Appurtenances whatsoever, to the said Premises belonging, or in any wise appertaining, or accepted, reputed or known as Part, Parcel or Member thereof, and the Reversion and Reversions, Remainder and Remainders, Rents, Issues and Profits of all and singular the said Premises; **Which** said Indenture of Lease is witnessed by T. A. of—in the Parish of—in the County of—Esq; and J. W. of—Gent. And is hereby required to be registered, pursuant to the said Act, by me the said J. A. the Grantor. **As Witness**, my and Hand Seal the—Day of—1740.

Signed and Sealed in the Presence of

A. B.
C. D.

J. A.

Registered at half an Hour past—in the Forenoon of the—Day of—upon the Affidavit of W. by T. Jones, Register.

Of a Release.

A Memorial to be registered, pursuant to, &c. (as before).

An Indenture dated the—made between J. A. of—of the one Part, and R. R. of—of the other Part, purporting to be a Release of all and singular the same Premises mentioned in a Lease for a Year, bearing Date the Day before the Day of the Date of the said Release, and made between the said J. A. of the one Part, and the said R. R. of the other Part; a Memorial of which is registered at the same Time herewith; **which** Indenture of Release is witnessed by T. A. of—Esq; and J. W. of—Gent. and is hereby required to be registred by me the said J. A. the Grantor in the said Indenture of Lease. **As Witness** my Hand and Seal this—Day of—

Signed and Sealed in the Presence of

J. A.

A. and R. Registered at half an Hour past—in the Forenoon of the—Day of—1740, upon the Oath of Williams, by T. J. Register.

Of an Assignment of a Term to attend the Inheritance of the Premises conveyed by the Lease and Release.

A Memorial to be registered, &c. of

An Indenture of Assignment bearing Date, &c. Between, &c. purporting to be an Assignment of the Rest, Residue and Remainder of a Term of 1000 Years, granted to

the said—of and in the same Premises, lying and being in— in the County of *Middlesex* mentioned in an Indenture of Lease, made between, &c. (i.e. in the Lease for a Year) A Memorial whereof is registered at the same Time herewith, and which said Term is assigned to the said—to attend and wait upon the Freehold and Inheritance of the said Premises by the said Indenture of Lease and the Release conveyed to the said R. R. and which said Indenture of Assignment is witnessed by, &c.

The Conclusion of a Memorial where the Parties executed the Deeds at several Times.

—Which said Indenture *Quadrupartite*, as to the Execution thereof by the said J. J. is witnessed by O. M. of, &c. and J. B. of, &c. as to the Execution thereof by the said J. is witnessed by J. B. G. B. of, &c. and W. S. of, &c. and as to the Execution thereof by the said T. is witnessed by W. S. of, &c. the said O. M. and J. M. of, &c. a Memorial whereof is hereby required to be registered, pursuant to the said Act of Parliament by me the said Sir T. W. the Grantee in the said Indenture. **As Witness** my Hand and Seal this 10th Day of *June* in the Year of our Lord one Thousand, &c.

Signed, &c.

Of a Bargain and Sale to be inrolled.

A Memorial, &c. (as before)

A and R.
Registered,
&c. (as be-
fore.)

A Indenture dated the—made between J. A. of—of the one Part, and R. R. of—of the other Part, purporting a Deed of Bargain and Sale to be inrolled of and concerning the Premises mentioned in a Lease for a Year, bearing Date the Day next before the Day of the Date of the said Indenture of Bargain and Sale, (or as the Date is) and made between the said J. A. of the one Part, and the said R. R. of the other Part; a Memorial whereof is registered at the same Time herewith (or as the Time is) which Indenture of Bargain and Sale is witnessed by T. A. of—and J. W. of—and is hereby required to be registered by me the said J. A. the Grantor in the said Deed of Bargain and Sale mentioned. **As Witness** my hand and Seal this—Day of—

Signed, &c.

J. A.

Of a Lease for Years.

A Memorial, &c. (as before.)

C. and C.
Registered,
&c.

A Indenture of Lease, bearing Date the—made between W. C. of—of the one Part, and J. C. of—of the other Part, whereby the said W. C. for the Considerations therein mentioned, did demise to the said J. C. All that—situate, lying and being—abutting—now in the Tenure or Occupation of the said J. C. **To hold** for the Term of—Years, to commence from—at the yearly Rent of—l. of good and lawful Money of *Great Britain*; which said Indenture of Lease is witnessed by—and is hereby required to be registered, pursuant to the said Act, by me the said J. C. the Lessee in the said Indenture. **As Witness, &c. (as before)**

Signed, &c. (as before.)

J. C.

Of a Mortgage for Years.

A Memorial, &c.

D. and W.
Registered,
&c.

A Indenture of Mortgage, dated the—made between W. D. of—of the one Part, and J. W. of—of the other Part; whereby the said W. D. for and in Consideration of—l. demised unto the said J. W. All that—situate and being in—and called or known by the Name of—now in the Tenure of—**To hold** unto the said J. W. for the Term of—Years; **Subject nevertheless** to a Proviso, that the same shall be void on Payment of the Sum of—l. and lawful Interest for the same, on the—Day of—1742, Which said Indenture of Mortgage is witnessed by—and is hereby required to be Registered, pursuant to the said Act of Parliament, by me the said W. D. the Grantor in the said Deed. **As Witness, &c.**

Signed, &c.

W. D.

The

The Form in the East Riding of York.

A Memorial to be Registered in the Office at *Beverly* in the *East-Riding* of the County of *York*, pursuant to an Act of Parliament made in the sixth Year of the Reign of her late Majesty *Queen Anne*, for Registering Deeds, Conveyances and Wills, and other Incumbrances which shall be made of, or that may affect any Manors Lands, Tenements and Hereditaments in the *East-Riding* of the County of *York*, after the 29th Day of *September* 1708.

An Indenture (*Purport and Declaration of Trust touching the said 2000 l. and Interest*) bearing Date the 27th Day of *February* now last past, and made between *R. W.* of, &c. of the one Part, and *E. W.* of &c. (Mother of the said *R. W.*) of the other Part; Reciting, &c.

In the West-Riding.

A Memorial to be Registered in the Office at *Wakefield* in the *West-Riding* of the County of *York*, pursuant to an Act of Parliament made in the second Year of the Reign of her late Majesty *Queen Anne*, for Registering all Deeds Conveyances and Wills, that shall be made of any Honors, Manors, Lands, Tenements or Hereditaments, within the *West-Riding* of the County of *York*, after the 29th Day of *September* 1704.

Be it remembered, That an Indenture of Bargain and Sale for a Year, bearing Date the 14th Day of *May* now last past, and made between, &c.

A Memorial of an Indorsement.

A Memorial, &c.

Of a Deed Poll bearing even Date herewith, and written upon the Back of an Indenture *Tripartite* of Mortgage, bearing Date the 3d Day of *July* 1748, between *S. B.* of, &c. of the first Part, *M. C.* of, &c. of the second Part, and *J. B.* of, &c. of the third Part; *Whereby* (after reciting, as therein expressed, and for the Consideration of 2000 l. therein mentioned to be paid by the Right Honourable *H. Earl of S.* to the Honourable *R. M. Esq;* and Lady *A. T.* his Wife, and the Right Honourable *G. H. Earl of L.*) by the Direction and Appointment of the said *R. M. Esq;* and the Lady *T.* his Wife, (testified as therein mentioned) and also the said *R. M.* and Lady *A. T.* his Wife, and every of them *Did* (amongst other Things) assign and set over unto *H. Earl of S.* The Piece or Parcel of Ground, with the Messuages or Tenements and Buildings thereupon built, being the same Premises comprised in the said Indenture *Tripartite*, (a Memorial whereof shall be duly registered on the—Day of—17—, Lib.—. N^o—,) **Subject nevertheless** to such Equity of Redemption, as in the said Indorsement, bearing even Date herewith is mentioned; **Which** same Indorsement was sealed and delivered by the said Earl of *L. R. M.* and Lady *T.* and is witnessed by, &c. **And** is hereby required to be Registered, pursuant to the said Act, by me the said *R. M.* **As Witness** my Hand and Seal this—Day of 17—

Signed and Sealed by the above named
R. M. in the Presence of

Another, a shorter.

A Memorial, &c. (as before.)

An Indorsement, dated the—Day of—made from *J. E.* of— and *W. V.* of— *E. and V.* on the back of a Mortgage Deed, dated the— and made between the said *J. E.* of Registered, on the one Part, and the said *W. V.* of the other Part, of and concerning **All** that—situate &c. and being in—now in the Tenure or Occupation of *J. D.* **Which** said Indorsement is witnessed by *I. C.* of— and *R. W.* of— and is hereby required to be registered by me the said *J. E.* the Grantor: **As Witness**, &c.

Signed, &c.

J. E.

Of

Of a Will.

A Memorial, &c.

F. and L.
Registered,
&c.

A Will dated the—made by J. F. of—of and concerning All that Messuage and Tenement in—late in the Tenure and Occupation of G. L. (or if the Words of the Will be general, then say) of and concerning all the Lands, Tenements or Hereditaments which the said J. F. died possessed of in the County of—Which said Will is witnessed by J. G. of—and T. W. of—and E. F. of—This Memorial therefore is desired to be Registered, pursuant to the abovesaid Act, by me E. L. one of the Devises in the said Will mentioned: As Witness, &c.

Signed, &c.

E. L.

Of a Judgment.

A Memorial, &c.

G. and W.
Registered,
&c.

Between T. W. Gent. Plaintiff, and W. G. late of the Parish of—in the County of—Esq; Defendant, of a Plea of Debt for 100 l. for Costs 63 s.

I do hereby certify, that Judgment was signed in this Cause the—Day of—

Samuel Clarke.

In the King's Bench.

J. G. of—maketh Oath, That he saw S. C. Esq; the Secondary of the Court of King's Bench, sign the Certificate of the Judgment in the Memorial above-mentioned.

Sworn the—Day of—before—

J. G.

In the Common Pleas.

—That he saw George Cooke, Esq; Chief Prothonotary of the Court of Common Pleas, sign the Certificate in the Memorial above-mentioned: Or,

—That he saw —Thomson, Esq; second Prothonotary of the Court of Common Pleas, sign, &c. Or,

—That he saw John Borrett, Esq; one of the Prothonotaries of the Court of Common Pleas, sign, &c.

In the Exchequer.

—That he saw T. M. Esq; Clerk of the Pleas of the Court of Exchequer, sign, &c.

Of a Statute.

A Memorial, &c.

H. and A.
Registered,
&c.

WH. of the Parish of—in the County of—Gent. at the City of Bristol, in the County of Somerset, before J. G. Mayor, and J. W. Clerk, acknowledged himself to owe W. A. of the Parish of—in the County of—Esq; in—l. the—Day of—

I do hereby certify, That the Statute above mentioned was inrolled the—Day of—

T. M.

J. M. Clerk to Mr. W. N. of—Gent. maketh Oath, That he saw Sir T. M. Clerk of the Statutes, sign the Certificate above mentioned.

Sworn the—Day of—before—

J. M.

Of a Recognizance in Chancery.

A Memorial, &c.

J. and P.
Registered,
&c.

R. J. of the Parish of—in the County of—Esq; before the Lord the King in his Chancery, acknowledged himself to owe G. P. of—Merchant, —l. dated the—Day of—

I do

I do hereby certify, That the Recognizance above mentioned was inrolled in the High Court of Chancery the — Day of —

By T. J.

W. V. Clerk to Mr. J. T. of — maketh Oath, That he saw Mr. T. J. sworn Clerk to execute the Office of Inrolment in the High Court of Chancery, for the County of Middlesex, sign the Certificate above mentioned.

Sworn the — Day of — before J. P.

W. V.

A Certificate of Mortgage Money being paid.

To the Register for the County of Middlesex:

I J. W. of — do hereby certify, That W. D. of — hath paid and satisfied all such Sum *W. and D.* and Sums of Money as were due and owing upon a Mortgage made by the said W. D. *Entered the* to me, bearing Date the — Day of — and registered at — of the Clock in the Forenoon *— Day of* of the — Day of — following, in full Discharge of the same: And I do hereby require an *— upon the* Entry of such Payment and Satisfaction to be made pursuant to the Act of Parliament in *Oath of M.* that Case made and provided: As witness my Hand this — Day of — *and H. by T. J. Register.*

Attested by W. M. of — J. H. of —

J. W.

The Entry of the said Certificate.

Memorandum, That upon the Certificate of the within-named J. W. dated the — Day *W. and D.* of — proved by the Oaths of W. M. of — and J. H. of — that all Monies due on *Registered,* the within mentioned Mortgage, are fully paid and satisfied in Discharge of the same; this *&c.* Entry in Discharge thereof is made pursuant to the said Act of Parliament this — Day of —
By Tho. Jones, Register.

By the Statute 7 Anne, a Memorial of all Deeds and Conveyances, and Wills and Devises in Writing, made after the 29th of September 1709, to affect any Honours, Manors, Lands, Tenements or Hereditaments in Middlesex, is to be registered, or shall be adjudged fraudulent and void against any subsequent Purchaser or Mortgagee for valuable Considerations; and no Judgment, Statute or Recognizance (other than in the Name, and upon Account of his Majesty) obtained after that Day, to affect any Honours, &c. in Middlesex, but only from the Time of entering the Memorial at the Register's Office.

Where there are more Deeds than one to a perfect Conveyance or Security, the Parcels and Places where they lie need only be mentioned in one Memorial, and the others refer to that.

The Act requires only the Dates, Persons Names, Additions, Parcels, Witnesses Names, and their Additions and Places of Abode, to be contained in the Memorial, but 'tis usual to make a short Recital.

These Memorials are to be on Vellum or Parchment; some have them on a double Six-penny Stamp; others without a Stamp; the Register receives both, and to be signed and sealed in common Form by one of the Grantors or Grantees, his or their Executors, Administrators, Guardians or Trustees, attested by two Witnesses; and one of the Witnesses to the Deed must be a Witness to the Memorial, who is to make Oath of the due Execution of both before the Register, and also produce the Deed, Grant, or Will at the same Time.

The Memorial, Certificate and Affidavit of a Judgment, Statute or Recognizance, is written on one Piece of Parchment, with a treble Six-penny Stamp. Qu. If the Stamp is necessary.

The Memorials are to be left in the Office, and after they are registered, the Register certifies the same upon the Back of the Deed, which Certificate is Evidence in Courts of Record.

Upon Certificates of Mortgage Money paid (where the Memorial is registered) and signed by the Mortgagee, his Executors, Administrators or Assigns, attested by two Witnesses, and Oath that the Money is paid, and of signing the Certificate, the Register to make an Entry thereof in the Margin of the Register-Book against the Registry of the Memorial, and to file the Certificate. This Certificate should be upon Parchment (without a Stamp.)

The Act requires the Office Hours to be from nine till twelve, and from two till five every Day, except Sundays and Holy-days.

Mortgages.

A Mortgage of a Messuage, &c. for a Term of Years.

THIS Indenture made the — Day of — in the — Year of the Reign of — and the Year of our Lord —, **Between** *A. B.* of, &c. of the one Part, and *C. D.* of, &c. of the other Part, **Witnesseth**, that the said *A. B.* for and in Consideration of the Sum of — of lawful Money of *Great Britain*, to him in Hand paid by the said *C. D.* at or before the Sealing and Delivery of these Presents, the Receipt whereof he the said *A. B.* doth hereby acknowledge, **Doth** granted, bargained and sold, and by these Presents **Doth** grant, bargain and sell unto the said *C. D.* his Executors, Administrators and Assigns, **All** that Messuage, &c. [*Here describe the Premises after the Manner before described in Leases.*] And also the Reversion and Reversions, Remainder and Remainders, Rents, Issues and Profits of all and singular the said Premises, and of every Part and Parcel thereof, with the Appurtenances; **To have and to hold** the said Messuage, &c. and Premises above mentioned, and every Part and Parcel thereof, with the Appurtenances, unto the said *C. D.* his Executors, Administrators and Assigns, from the Day before the Day of the Date of these Presents, for and during, and unto the full End and Term of five hundred Years from thence next ensuing and fully to be compleat and ended; **Yielding and paying** therefore yearly during the said Term, at or upon the Feast-day of — one Pepper-Corn, if demanded: **Provided**, and these Presents are upon this Condition, and it is the true Intent and Meaning hereof, and of the said Parties hereunto, that if the said *A. B.* his Heirs or Assigns, do and shall well and truly pay, or cause to be paid, unto the said *C. D.* his Executors, Administrators or Assigns, the full Sum of — of lawful Money of *Great Britain*, with legal Interest for the same, on or before the — Day of — next ensuing the Day of the Date hereof, without any Deduction, Defalcation or Abatement whatsoever, for, or by Reason of any Taxes, Assessments or Impositions whatsoever, either ordinary or extraordinary, already imposed or hereafter to imposed on the said Premises, or any Part thereof, that then and from thenceforth these Presents, and every Matter and Thing herein contained, shall cease, determine, and be utterly null and void to all Intents and Purposes; any Thing herein contained to the contrary thereof in any wise notwithstanding. **And** the said *A. B.* for himself, his Heirs, Executors and Administrators, doth covenant, promise, grant and agree, to and with the said *C. D.* his Executors, Administrators and Assigns, that he the said *A. B.* his Heirs, Executors or Administrators, shall and will well and truly pay, or cause to be paid unto the said *C. D.* his Executors, Administrators or Assigns, the said Sum of, &c. with legal Interest for the same, on or before the said — Day of — next, without any Deduction, as aforesaid, according to the true Intent and Meaning of these Presents; **And also** that he the said *C. D.* his Executors, Administrators and Assigns, shall and may at all Times after Default shall be made in Payment of the said Sum of, &c. and Interest, or any Part thereof, at the Time herein before limited for Payment thereof, peaceably and quietly have, hold, occupy, possess and enjoy all and singular the said Messuage, &c. and other the Premises above granted, bargained and sold, or mentioned or intended so to be, with the Appurtenances, as aforesaid, for and during all the Rest, Residue and Remainder of the said Term of five hundred Years, which shall be then to come and unexpired, without the Let, Suit, Hindrance, Molestation, Interruption or Eviction of him the said *A. B.* his Heirs and Assigns, or of any other Person or Persons whatsoever, lawfully claiming or to claim by, from, or under him, them, or any of them: **And further**, that he the said *A. B.* and his Heirs, and all and every other Person and Persons having or lawfully claiming any Right, Title or Interest, in or to the said Premises, or any Part or Parcel thereof, by, from, or under him or them, shall and will, after Default shall be made in Payment of the said Sum of, &c. and Interest, or any Part thereof, as aforesaid, make, do and execute, or cause or procure to be made, done and executed all and every such further and other lawful and reasonable Act and Acts, Thing and Things, Assurance and Assurances, Device and Devices, in the Law whatsoever, for the further, better and more perfect Granting and Assuring of all and singular the said Premises, with the Appurtenances above bargained and sold, or mentioned or intended so to be, unto the said *C. D.* his Executors, Administrators and Assigns, for and during all the Rest, Residue and Remainder of the said Term of five hundred Years above granted, as by the said *C. D.* his Executors, Administrators or Assigns, or his or their Counsel learned in the Law, shall be reasonably devised, advised or required. **And lastly**, it is covenanted, granted, concluded and agreed upon, by and between the said Parties to these Presents, and the true Intent and Meaning hereof is, and it is hereby declared

Habendum for Years.

Proviso for making the same void on Payment of, &c.

Covenant to pay the Money.

That Mortgagee may hold after Default in Payment.

For further Assurance.

That Mortgageor may

clared so to be, that until Default shall be made in Payment of the said Sum of, &c. and Interest, or any Part thereof, as aforesaid, it shall and may be lawful to and for the said *A. B.* his Heirs and Assigns, to have, hold and enjoy all and singular the said Premises, with the Appurtenances above bargained and sold, in Manner aforesaid, and receive and take the Rents, Issues and Profits thereof, to his and their own proper Use and Benefit; any Thing herein contained to the contrary thereof in any wise notwithstanding. **In Witness, &c.**

Sealed, &c.

Note; It is proper to indorse on the Back of the above Deed a Receipt for the Money lent.

A Mortgage in Fee for securing a Debt on a Bond, by Lease and Release. Lease for a Year. See Release.

THIS Indenture, made, &c. Between *A. B.* of, &c. of the one Part, and *C. D.* of, &c. of the other Part: **Whereas** the said *A. B.* by his Bond or Obligation duly executed, bearing Date the—Day of—in the—Year of the Reign of—and in the Year of our Lord—stands bound to the said *C. D.* his Executors, Administrators and Assigns, in the Penal Sum of—of lawful Money of *Great Britain*, with a Condition thereunder written, for the Payment of the Sum of—of like lawful Money, with legal Interest for the same, on or before the—Day of—next ensuing the Date of these Presents, as by the said Bond and Condition may more fully appear: **Now this Indenture witnesseth;** that the said *A. B.* in Consideration of the said Debt or Sum of—owing to the said *C. D.* as aforesaid, and for the better securing the Payment thereof, with Interest to the said *C. D.* his Executors, Administrators or Assigns, according to the Condition of the said Bond; **And also** in Consideration of the further Sum of five Shillings to him the said *A. B.* by the said *C. D.* in Hand well and truly paid, at or before the Sealing and Delivery of these Presents, the Receipt whereof the said *A. B.* doth hereby acknowledge, **Doth** granted, bargained, sold, released and confirmed, and by these Presents **Doth** grant, bargain, sell, release and confirm unto the said *C. D.* (in his actual Possession now being, by Virtue of an Indenture of Bargain and Sale to him thereof made for one whole Year, by Indenture bearing Date the Day before the Day of the Date of these Presents, and by Force of the Statute made for the transferring Uses into Possession) and his Heirs and Assigns, **All** that Messuage, Tenement, or Farm-house, situate, lying and being in—in the County of—, as also three Closes, Pieces or Parcels of Ground thereunto adjoining, respectively called or known by the Names of, &c. together with all Gardens, Stables, Yards, Backsides, Ways, Paths, Passages, Houses, Outhouses, Cottages, Hereditaments and Appurtenances whatsoever, to the said Messuage, Tenement or Farm-house, and Pieces or Parcels of Ground belonging or in any wise appertaining; and the Reversion and Reversions, Remainder and Remainders, Rents, Issues and Profits of all and singular the said Premises above-mentioned, and every Part and Parcel thereof; **And also** all the Estate, Right, Title, Interest, Claim, Challenge and Demand whatsoever, of him the said *A. B.* in, to or out of the same, or any Part or Parcel thereof; and all Deeds, Evidences and Writings touching or concerning the said Premises above-mentioned, or any Part thereof, **To have and to hold** the said Messuage, Tenement or Farm-house, Closes, Pieces or Parcels of Ground, and all and singular other the Premises hereby granted, released and confirmed, or mentioned or intended so to be; and every Part and Parcel thereof, with the Appurtenances, unto the said *C. D.* his Heirs and Assigns, to the only proper Use and Behoof of the said *C. D.* his Heirs and Assigns for ever, and to and for no other Use, Intent or Purpose whatsoever. **Provided always** nevertheless, and it is the true Intent and Meaning of these Presents, and of the said Parties hereunto, that if the said *A. B.* his Heirs or Assigns, do and shall well and truly pay, or cause to be paid unto the said *C. D.* his Executors, Administrators or Assigns, the said full Sum of, &c. of lawful Money of *Great Britain*, with legal Interest for the same, on or before, &c. next ensuing the Day of the Date of these Presents, according to the Condition of the above in Part recited Bond or Obligation, without any Deduction, Defalcation or Abatement whatsoever, for or by Reason or Means of any Manner of Taxes, Rates, Duties, Assessments, Impositions or Charges whatsoever, ordinary or extraordinary, laid, rated, assessed or imposed, or to be laid, rated, assessed or imposed, by Authority of Parliament, or otherwise howsoever; then and from thenceforth these Presents, and every Matter and Thing therein contained, shall cease and be utterly null and void; any Thing herein contained to the contrary thereof in any wise notwithstanding. **And** the said *A. B.* for himself, his Heirs, Executors and Administrators, doth covenant, promise, grant and agree, to and with the said *C. D.* his Executors, Administrators and Assigns, in Manner and Form following, (that is to say) that he the said *A. B.* his Executors or Administrators, or some of them, shall and

and will well and truly pay, or cause to be paid unto the said *C. D.* his Executors, Administrators or Assigns, the said Sum of, &c. with legal Interest, as aforesaid, on the Day herein before limited for Payment thereof, without any Deduction, Defalcation or Abatement whatsoever as aforesaid; And that the said granted and released Premises, now are and be, and at all Times from and after Default shall happen to be made of or in Payment of the said Sum of, &c. and Interest aforesaid, or any Part thereof, shall for ever be, remain and continue free and clear, and freely and clearly acquitted and discharged of and from all Manner of former and other Gifts, Grants, Mortgages, Judgments, Titles, Troubles, Charges or Incumbrances whatsoever, heretofore made, committed, done or suffered by him the said *A. B.* And that the said *C. D.* his Heirs and Assigns, shall and may from Time to Time, and at all Times after any such Default shall happen to be made in Payment of the said Sum of, &c. and Interest as aforesaid, or any Part thereof, peaceably and quietly have, hold, occupy, possess and enjoy, all and singular the said Premises, with the Appurtenances, and every Part and Parcel thereof, without the Let, Suit, Trouble, Hindrance, Molestation, Interruption or Disturbance of him the said *A. B.* his Heirs or Assigns, or of any other Person or Persons, lawfully claiming or to claim by, from, or under him, them, or any of them; And further, that he the said *A. B.* his Heirs and Assigns, and all and every other Person and Persons having or lawfully claiming any Estate, Right, Title or Interest of or in the said hereby granted and released Premises, or any Part thereof, shall and will at any Time or Times after such Default made in Payment as aforesaid, make, do, acknowledge, levy, suffer and execute all such further and other Acts, Matters, Things, Devises and Assurances in the Law whatsoever, for the further and better Conveying and Assuring of all and singular the Premises, with the Appurtenances hereby granted unto him the said *C. D.* his Heirs and Assigns, to the only proper Use and Behoof of the said *C. D.* his Heirs and Assigns for ever, absolutely freed and discharged of and from the Proviso or Condition herein before contained, and of and from all Equity of Redemption by Virtue or Colour thereof, according to the true Intent and Meaning of these Presents, as by the said *C. D.* his Heirs or Assigns, or his or their Counsel learned in the Law, shall be reasonably advised, devised or required. And lastly, it is covenanted and agreed upon by and between both the said Parties to these Presents, and it is hereby declared to be the true Intent and Meaning hereof, and of the Parties hereunto, that until Default shall be made in Payment of the said Sum of, &c. and legal Interest for the same, as aforesaid, according to the Time above limited for Payment thereof, it shall and may be lawful to and for the said *A. B.* his Heirs and Assigns, peaceably and quietly to have, hold, occupy, possess and enjoy all and singular the said Premises above granted and released, and every Part thereof, with the Appurtenances, and to have, receive, and take the Rents, Issues and Profits thereof, to his and their own particular Use and Benefit; any Thing herein contained to the contrary thereof in any wise notwithstanding. In Witness, &c.

A Mortgage of Goods.

THIS Indenture, made, &c. Between *A. B.* of, &c. of the one Part, and *C. D.* of, &c. of the other Part, Witnesseth, that the said *A. B.* for and in Consideration of the Sum of, &c. of lawful Money of Great Britain, to him in Hand well and truly paid by the said *C. D.* at or before the Sealing and Delivery of these Presents, the Receipt whereof the said *A. B.* doth hereby acknowledge, and thereof and therefrom doth acquit, release, exonerate, and for ever discharge the said *C. D.* his Heirs, Executors and Administrators, and every of them by these Presents, hath granted, bargained and sold, and by these Presents Doth grant, bargain and sell unto the said *C. D.* his Executors, Administrators and Assigns, All and singular the Goods, Furniture and Household-stuff, herein after particularly mentioned and expressed, (that is to say) one, &c. [Here insert fully an Account of all the Goods mortgaged.] To have and to hold all and singular the said Goods, &c. herein before granted, bargained and sold, or mentioned or intended so to be, unto the said *C. D.* his Executors, Administrators and Assigns, to the only proper Use and Behoof of the said *C. D.* his Executors, Administrators and Assigns for ever: Provided always, and these Presents are upon this Condition, that if the said *A. B.* his Executors or Administrators, shall and do well and truly pay, or cause to be paid unto the said *C. D.* his Executors, Administrators or Assigns, the full Sum of, &c. of lawful Money of Great Britain, with legal Interest for the same, on or before the — Day of — then, and in such Case, these Presents, and every Matter and Thing herein contained, shall cease, determine, and be utterly void, to all Intents and Purposes; any Thing herein contained to the contrary thereof in any wise notwithstanding. And the said *A. B.* for himself, &c. [Here insert a Covenant for Payment of the Money borrowed.] And the said *A. B.* for himself, his Executors and Administrators, all and singular the said Goods, &c. by these Presents granted, bargained and sold, and every

every Part thereof, unto the said C. D. his Executors, Administrators and Assigns, against him the said C. D. his Executors and Administrators, and against all and every other Person and Persons whatsoever, shall and will warrant, and for ever defend, by these Presents. **And** the said C. D. for himself, his Heirs, Executors and Administrators, doth covenant, promise, grant and agree, to and with the said A. B. his Executors and Administrators, that he the said C. D. his Executors, Administrators or Assigns, shall and will immediately, upon the Receipt of the said Sum of, &c. and Interest as aforesaid, at the Day and Time above limited for Payment thereof, deliver, or cause to be delivered, unto the said C. D. his Executors, Administrators and Assigns, all and singular the Goods, &c. above granted, and which are now, and at the Time of the executing of these Presents, received by the said C. D. of and from the said A. B. in as good Case, Plight and Condition as the same and every of them now are at this present Time. **In Witness, &c.**

A Mortgage of Lands for Years, partly for Money lent, and partly for Security of the Mortgagee's being Surety for other Debts of the Mortgagor.

THIS Indenture of three Parts, made, &c. **Between** R. C. of the first Part, and C. R. of the second Part, and J. F. of the third Part, **Witnesseth**, that the said R. C. Consideration. for and to the Intent that the said C. R. and J. F. and each of them, and the Heirs, Executors and Administrators of each of them, shall and may be well and truly satisfied, paid and saved harmless of and for all and singular such Sum and Sums of Money, as they the said C. R. and J. F. or either of them, have heretofore lent or delivered to the said R. C. or to any other Person or Persons, to or for his Use, by his Consent, Request or Agreement, or which they the said C. R. and J. F. or either of them, shall at any Time hereafter lend or deliver to and for the Use of the said R. C. by or at his Request, Consent or Agreement, and also of and for all and singular such Bills, Obligations and Debts, which they the said C. R. and J. F. or either of them, heretofore have made, or hereafter shall make, jointly with the said R. C. for his Debt, or at his Request, **Doth** demise, grant and to Farm letten, and by these Presents **Doth** demise, grant and to Farm let to them the said C. R. and J. F. **All** that, &c. with the Appurtenances; **To have and to hold** the said, &c. to the said C. R. and J. F. their Executors, Administrators and Assigns, from the Feast, &c. for and during, and until the full End and Term of ninety-nine Years from thence next ensuing, and fully to be compleat and ended; **Yielding and paying** therefore yearly, during the said Term, unto the said R. C. his Heirs and Assigns, the Sum of 10*l.* of lawful Money of Great Britain, at the Feast of St. Michael the Archangel, and of the Blessed Virgin, by even and equal Portions. **Provided always**, that if he the said R. C. his Executors Administrators or Assigns, or any of them do and shall well and truly pay or cause to be paid to them the said C. R. and J. F. their Executors, Administrators or Assigns, or any of them, all and singular such Sum and Sums of Money, as they the said C. R. and J. F. or either of them, heretofore have lent or delivered to the said R. C. or to any other Person or Persons, to or for his Use, by his Consent and Agreement, or at any Time hereafter shall lend or deliver, to or for the Use of the said R. C. at his Request, or by his Consent or Agreement; and also all and singular such Sum and Sums of Money, as be or shall be mentioned in any Bill, Bond or Obligation, or any other Writing whatsoever, which they the said C. R. and J. F. or either of them, heretofore have made, or hereafter shall make, jointly with the said R. C. for his Debt, or at his Request, together with all such Costs, Charges, Losses and Damages whatsoever, which they the said C. R. and J. F. or either of them, their or either of their Executors or Administrators shall bear or sustain, for or by reason of any Sum or Sums of Money, Bills, Bonds or Obligations aforesaid, or any of them; **Provided also**, that if the said C. R. and J. F. their Executors, Administrators and Assigns, shall be fully satisfied, contented and paid all Sum and Sums of Money to them owing, by and from the said R. C. either with the Rents, Issues and Profits of the Premises hereby demised, or by him the said R. C. his Executors, Administrators or Assigns, or any of them, or any other way howsoever; **That** then and from thenceforth this present Lease, Grant and Demise, and every Matter, Clause and Covenant herein contained, shall cease determine, and be utterly void and of no Effect; **And** that then and from thenceforth he the said R. C. his Executors, Administrators or Assigns, into the said demised Premises, with the Appurtenances, shall and may lawfully enter, and the same have again, retain, repossess and enjoy; any Thing herein contained to the contrary notwithstanding. **In Witness, &c.**

Covenant of Demise.
Habendum for 99 Years.

Reddendum.

Proviso if Mortgagor shall pay all such Sums as have been lent, &c.

Proviso also if Mortgagee shall be fully satisfied all such Sums as are now owing, &c. out of the Rent, &c.

A Mortgage to Two by Lease and Release, in Trust for one of the Mortgagees; Penn'd by good Advice.

THIS Indenture made, &c. **Between** I. S. of C. in the County of K. Esq; of the one Part, and T. V. of the Middle-Temple, London, Esq; and W. P. of the Six Clerks Vol. III. 6 F Office

Confideration. Office in *Chancery-Lane*, in the County of *Middlesex*, Gent. of the other Parr, *Witnesseth*, that for and in Confideration of the Sum of 300 *l.* of lawful Money of *Great Britain*, by the said *T. V.* to the said *I. S.* in Hand paid, at and before the Enfealing and Delivery of these Presents, the Receipt whereof he doth hereby acknowledge, and thereof, and of every Part and Parcel thereof, doth acquit, release and discharge the said *T. V.* his Heirs, Executors and Administrators, and every of them for ever, by these Presents, and also for and in Confideration of the Sum of 5 *s.* of like lawful Money by the said *W. P.* to the said *I. S.* in Hand likewise paid at and before the Enfealing and Delivery of these Presents, the Receipt whereof he doth also hereby acknowledge, and thereof acquit and discharge the said *W. P.*

Release. **He** the said *I. S.* hath granted, bargained sold, aliened, released and confirmed, and by these Presents **Doth** grant, &c. unto the said *T. V.* and *W. P.* (in their actual Possession now being by virtue of a Bargain and Sale to them thereof made, by Indenture bearing Date, the Day next before the Day of the Date of these Presents, for one whole Year, commencing from the Day next before the Day of the Date of the same Indenture, and by virtue of the Statute for transferring Uses into Possession), and to their Heirs and Assigns, **All** that Messuage or Tenement, with the Appurtenances, commonly called or known by the Name or Sign of, &c. heretofore in the Tenure or Occupation of *D. A.* or his Assigns, and now or late of *I. H.* his Under-tenants or Assigns, together with all and singular the Edifices, Buildings, Backsides, Rooms, Cellars, Solars, Lights, Easements, Ways, Passages, Profits, Commodities and Appurtenances whatsoever, to the said Messuage or Tenement belonging, or in any wise appertaining, or therewithal usually held, occupied or enjoyed, or accepted, reputed or taken as Part, Parcel or Member thereof, or of any Part thereof; **And** the Reversion and Reversions, Remainder and Remainders, Rents, Issues and Profits of the said Premises, and of every Part and Parcel thereof, and all the Estate, Right, Title, Interest, Use, Trust, Inheritance, Property, Claim and Demand whatsoever, either in Law or Equity, of him the said *I. S.* of, in, to or out of the said Messuage and Premises, and every Part and Parcel thereof; **To have and to hold** the said Messuage or Tenement, Buildings and Premises, with their and every of their Appurtenances, unto the said *T. V.* and *W. P.* their Heirs and Assigns, to the only proper Use and Behoof of them the said *T. V.* and *W. P.* their Heirs and Assigns for ever; **In Trust** nevertheless for him the said *T. V.* his Heirs and Assigns for ever: **Provided** always and upon Condition nevertheless, and it is hereby agreed by and between all the said Parties to these Presents, that if the said *I. S.* his Heirs, Executors, Administrators or Assigns or any of them, do and shall well and truly pay, or cause to be paid unto the said *T. V.* his Executors, &c. the Sum of 315 *l.* of lawful Money of *Great Britain*, in Manner following, that is to say, the Sum of 7 *l.* 10 *s.* Part thereof, on or upon the 13th Day of *September* now next ensuing, and the Sum of 307 *l.* 10 *s.* Residue thereof, on or upon the 13th Day of *March*, which shall be in the Year of our Lord 1717, at or in the said *Middle-Temple Hall*, *London*, without any Deduction or Abatement for or in Respect of any Taxes, Charges or Impositions, imposed or to be imposed on the said Messuages and Premises, or on the said Sum of 315 *l.* by Act of Parliament or otherwise howsoever, then this present Indenture, and all the Estates hereby granted, shall cease, determine and be utterly void and of none Effect; any Thing herein before contained to the contrary thereof notwithstanding; **And** the said *J. S.* for himself, his Heirs, Executors and Administrators, doth covenant, promise and grant to and with the said *T. V.* and *W. P.* their Heirs and Assigns, by these Presents, in Manner and Form following, (that is to say), that he the said *I. S.* his Heirs, Executors, Administrators or Assigns, or some of them, shall and will well and truly pay, or cause to be paid, unto the said *T. V.* his Executors, Administrators or Assigns, the said Sum of 315 *l.* at the several Days and Places above limited for Payment thereof, without any Deduction or Abatement as aforesaid: **And** that he the said *I. S.* now is and standeth lawfully and absolutely seised of and in the said Messuage, Buildings and Premises, hereby or intended to be hereby granted as aforesaid, of a good, pure, absolute and indefeasible Estate of Inheritance in Fee-simple; **And** that he the said *I. S.* now hath in himself, good Right, full Power and lawful and absolute Authority to grant, release and convey the said Messuage or Tenement, Buildings and Premises, with the Appurtenances, unto the said *T. V.* and *W. P.* and their Heirs, in Manner and Form aforesaid; **And** that they the said *T. V.* and *W. P.* their Heirs and Assigns, shall and lawfully may from Time to Time, and at all Times for ever hereafter, after Breach of the Proviso aforesaid shall happen to be made, peaceably and quietly have, hold and enjoy all and singular the said Messuage and Premises, without the lawful Ler, Suit, Trouble, Eviction, Interruption or Disturbance of him the said *I. S.* his Heirs or Assigns, or of any other Person or Persons whatsoever, lawfully claiming or to claim any Estate, Right, Title or Interest, of, in or to the said Premises, or any Part thereof, by, from or under him or them, or any Person whatsoever; **And** that free and clear, and Freely and clearly acquitted, exonerated and discharged, of and from all and all Manner of former and other Gifts, Grants, Bargains,

Parcels.

Habendum.

Proviso on Payment of, &c. this present Indenture to be void.

Covenants for Payment of the Money.

That Grantor is lawfully seised;

and hath Power to grant:

that the Mortgagees may peaceably enjoy,

free of all Incumbrances;

Bargains, Sales, Leases, Mortgages, Indentures, Dowers, Statutes Merchant and of the Staple, Recognizances, Judgments, Extents, Executions, Uses, Trusts, Intails, Estate and Estates, Rights, Titles, Troubles, Charges, Demands and Incumbrances whatsoever; **And** that he the said *I. S.* and his Heirs, and all and every other Person or Persons, and their Heirs lawfully having or claiming, or to have or claim, any Estate, Right Title, Interest or Demand of, in, to or out of the said Messuages, Buildings and Premises, or any Part thereof, shall and will at all Times hereafter (after Breach of the Proviso aforesaid) upon the reasonable Request, and at the Costs and Charges in the Law of the said *T. V.* his Heirs or Assigns, make, do and execute, or cause to be made, done or executed, all and every such further and other lawful and reasonable Act and Acts, Thing and Things, Conveyances and Assurances in the Law whatsoever, for the further and better assuring and conveying of all and singular the said Premises, unto the said *T. V.* and *W. P.* their Heirs and Assigns for ever, in Trust as aforesaid, as by him the said *T. V.* his Heirs or Assigns, or his or their Counsel learned in the Law, shall be reasonably devised, or advised and required: **And** it is hereby declared, that (until Breach of the Proviso aforesaid shall happen to be made) it shall and may be lawful to and for the said *I. S.* his Heirs and Assigns, quietly and peaceably to have, hold and enjoy the said Messuage and Premises, without any Interruption or Disturbance, by, from and under them the said *T. V.* and *W. P.* or either of them, their or either of their Heirs or Assigns, or any other Person or Persons claiming or to claim by, from or under them, or any of them. **In** Witness, &c.

for further Assurance after Breach of Proviso.

That Mortgagee may enjoy until Default in Payment.

T. Vernon.

A Mortgage containing the Declaration of the Uses of a Fine to the Mortgagee, &c.

THIS Indenture of three Parts, made, &c. **Between** *J. A.* of *C.* in the County of *K.* Esq; and *M.* his Wife, *G. A.* of *C.* aforesaid, Gent. Son and Heir apparent of the said *J. A.* and *M.* his Wife, and *E. A.* &c. of the first Part, Sir *J. S.* of *E.* in the said County of *K.* Bart. of the second Part, and *J. H.* of *Clifford's Inn, London.* Gent. of the third Part, **Witnesseth**, That for and in Consideration of the Sum of 1000*l.* of good and lawful Money of *Great Britain* to the said *J. A.* and *G. A.* and also of the Sum of five Shillings of like lawful Money, to the said *E. A.* in Hand paid by the said Sir *J. S.* at or before the Sealing and Delivery of these Presents, the several Receipts whereof are hereby acknowledged, and thereof, and of every Part and Parcel thereof, they the said *J. A.* *G. A.* and *E. A.* do acquit, exonerate and discharge, the said Sir *J. S.* his Executors and Administrators by these Presents, and for the settling and assuring of the several Messuages or Tenements and Premises herein after mentioned, to such Uses, Intents and Purposes as are herein after limited and expressed; **It is** hereby covenanted, granted, concluded and agreed upon by and between all and every the said Parties to these Presents, for them and their Heirs; **And** the said *J. A.* *G. A.* and *E. A.* for them and their Heirs, **Do** covenant and grant to and with the said *J. H.* his Heirs, Executors, Administrators and Assigns, by these Presents, **That they** they the said *J. A.* and *M.* his Wife, *G. A.* and *E. A.* or their respective Heirs, shall and will, before the End of *Michaelmas* Term now next ensuing the Date hereof, acknowledge and levy, in due Form of Law, one Fine *sur conusans de droit come ceo*, &c. to be ingrossed, recorded and sued forth, with Proclamations, according to the Statutes in that Case made and provided, and the usual Course of Fines with Proclamations in such Cases used, unto the said *J. H.* and his Heirs, of all those their two new erected Messuages or Tenements, and Gardens, and Backsides to the same belonging or appertaining, situate, standing and being in *Shire-Lane* in the Parish of *St. Dunstan's* in the West, in the County of *M.* and in the several Tenures or Occupations of *W. K.* Esq; and *R. W.* their Assigns or Under-tenants; and also of all those their two other Messuages or Tenements and Gardens or Backsides to the same belonging or appertaining, situate, standing and being in *Bell-Yard* in the said Parish of *St. Dunstan's* in the West, in the said County of *M.* and in the several Tenures or Occupations of *T. F.* and *R. A.* Esqrs; their Assigns or Under-tenants, with their and every of their Appurtenances, by the Names of four Messuages and four Gardens, with the Appurtenances, in the Parish of *St. Dunstan's* in the West, or by such other apt and convenient Name or Names, Number of Messuages and other things as shall be thought fit and convenient. **And it is** hereby covenanted, declared and agreed, by and between all the said Parties to these Presents, that the said Fine herein before covenanted to be levied, as aforesaid, and all and every other Fine and Fines whatsoever, to be had and levied of the said Premises, by and between the said Parties to these Presents, or any of them, or whereunto they or any of them shall be Party or Parties, shall be and enure, and shall be construed, expounded, deemed and taken to be and enure, and that the Conusee or Conusees in the said Fine or Fines, and all and every other Person and Persons whatsoever, that by Force and Virtue of the said Fine, or any other Fine or Fines, shall be seised of the said four several Messuages or Tenements and Premises, with the Appurtenances herein before mentioned, or any Part thereof, shall stand and be seised thereof, and of every Part

Consideration of 1000*l.* &c. and 5*s.*

Covenant of Grant;

and to levy a Fine, with Proclamations, &c.

Of the Parcels.

The Uses of the Fine declared to be,

as, for and concerning all that, &c.

To the Use of J. S. the Mortgagee for 1000 Years; and as for and concerning all that, &c. as to three Messuages from and after the said Term; and also the Messuage, &c. from and immediately after levying the Fine, to the Use of J. A. the Conusor, for the Lives of himself and Wife, &c. Proviso on Payment of the Mortgage Money, the 1000 Years Term to cease.

Covenant to pay the Money.

That Grantors are true Owners;

and lawfully seised in Fee-simple;

and Parcel thereof, to the Uses following, that is to say, **As for**, touching and concerning all those the aforesaid two Messuages or Tenements and Gardens or Backsides to the same belonging, with their and every of their Appurtenances, situate, standing and being in *Shire-Lane* aforesaid, in the several Tenures or Occupations of the said *W. K.* and *R. W.* their Assigns or Under-tenants; **And also** all that Messuage or Tenement, and Garden or Backside to the same belonging, with the Appurtenances, situate, standing and being in *Bell-Yard* aforesaid, and in the Tenure or Occupation of the said *T. F.* his Assigns or Under-tenants, **To the Use** and Behoof of the said *J. S.* his Executors, Administrators and Assigns, for and during the Term of 1000 Years from hence next ensuing and fully to be compleat and ended, without Impeachment of or for any Manner of Waste; subject nevertheless to such Condition as is herein after mentioned; **And as for**, touching and concerning all that the aforesaid Messuage or Tenement, and Garden or Backside to the same belonging, with the Appurtenances, situate, standing and being in *Bell-Yard* aforesaid, and in the Tenure or Occupation of the said *R. A.* his Assigns or Under-tenants; and also all other the Premises in the said Fine expressed and contained, to the Uses following; that is to say, the said three Messuages or Tenements, with the Appurtenances, in the several Tenures or Occupations of the said *W. K.* *R. W.* and *T. F.* their Assigns or Under-tenants, from and immediately after the Expiration, Ceasing, or other Determination of the said Term of 1000 Years; **And also** the said Messuage or Tenement, with the Appurtenances, in the Tenure or Occupation of the said *R. A.* his Assigns or Under-tenants, from and immediately after the Levying of the said Fine, **To the Use** and Behoof of the said *J. A.* and his Assigns, for and during the Lives of him the said *J. A.* and of the said *M.* his Wife, and from and after the Determination of the Estate, and in Case the said *M. A.* shall survive the said *J. A.* her Husband, then to the Use and Behoof of the said *M. A.* for and during the Term of her natural Life; and from and after her Decease, then to the Use and Behoof of the said *G. A.* his Heirs and Assigns for ever, and to and for no other Use or Uses, Intent or Purpose, whatsoever: **Provided always**, and these Presents are upon this Condition nevertheless, that if the said *J. A.* and *G. A.* or either of them, their or either of their Heirs, Executors, Administrators or Assigns, or any of them, do and shall well and truly pay, or cause to be paid, unto the said *J. S.* his Executors, Administrators or Assigns, or any of them, at or in the now Dwelling-house of him the said *J. S.* situate in *E.* aforesaid, the full Sum of 1050 *l.* in Manner and Form following; that is to say, 25 *l.* Part thereof, on the 17th Day of *February* next ensuing the Date hereof, and 1025 *l.* Residue thereof, on the 18th Day of *August*, which will be in the Year of our Lord God 1716, without any Abatement, Deduction or Defalcation of any Thing, for or in Respect of any Taxes, Charges, Payments or Assessments issuing out of, or charged or imposed upon, or to be issuing out of, or charged or imposed upon, the said Messuages or Tenements, and Premises, or any Part or Parcel thereof, by any Act or Acts of Parliament, or otherwise howsoever; that then, from and immediately after the Payment thereof, as aforesaid, the Term and Estate hereby made and limited, or mentioned to be hereby made and limited, of and in the aforesaid three Messuages or Tenements, with the Appurtenances, in the several Tenures or Occupations of the said *W. K.* *R. W.* and *T. F.* their Assigns or Under-tenants, unto the said *J. S.* his Executors, Administrators and Assigns, for the aforesaid Term of 1000 Years, shall cease, determine and become and be void, frustrate and of none Effect, to all Intents and Purposes; **And** the said *J. A.* for himself, his Heirs, Executors, Administrators and Assigns, and for every of them, and the said *G. A.* for himself, his Heirs, Executors, Administrators and Assigns, and for every of them, do severally covenant, promise and grant to and with the said *J. S.* his Executors, Administrators and Assigns, by these Presents, in Manner and Form following, (that is to say), *That* they the said *J. A.* and *G. A.* or one of them, their or one of their Heirs, Executors, Administrators or Assigns, or some or one of them, shall and will, without any Defalcation, Deduction or Abatement of any Thing, for or in Respect of any Taxes, Charges, Payments or Assessments, as aforesaid, well and truly pay, or cause to be paid unto the said *J. S.* his Executors, Administrators or Assigns, or some or one of them, at the Place of Payment beforementioned, the said Sum of 1050 *l.* in Manner and Form aforesaid, at the several Times before in the said Proviso or Condition mentioned for Payment thereof, without any further Delay: **And also**, that they the said *J. A.* and *M.* his Wife, *G. A.* and *E. A.* or some or one of them, are the sole, true and lawful Owners and Proprietors of all the said three Messuages or Tenements, and Gardens or Backsides to the same belonging, with their and every of their Appurtenances, in the several Tenures or Occupation of the said *W. K.* *R. W.* and *T. F.* their Assigns or Under-tenants; **And** that they, or some or one of them, is or are lawfully, rightfully and absolutely seised thereof, and of every Part and Parcel thereof, of a good, pure, absolute and indefeasible Estate of Inheritance in Fee-simple, without any Manner of Condition, Proviso or Limitation of Use or Uses, or other Restraint, Matter or Thing to determine,

determine, alter or change the same, and have good Right, lawful and absolute Power and Authority in themselves, or some or one of them, to direct, limit and appoint the Uses of the said last mentioned Messuages or Tenements, and Premisses, and every Part and Parcel thereof, with their and every of their Appurtenances, unto the said Sir J. S. his Executors, Administrators and Assigns, for and during all the said Term of 1000 Years, and in Manner and Form aforesaid: **And** that if Default shall happen to be made, of or in Payment of the said Monies herein before covenanted to be paid, or of any Part thereof, that then and from thenceforth it shall and may be lawful to and for the said Sir J. S. his Executors, Administrators and Assigns, into all and every the said last mentioned Messuages or Tenements, and Premisses, with the Appurtenances, and into every Part and Parcel thereof to enter, and the same from thenceforth, for and during all the then Rest and Residue of the said Term of 1000 Years, peaceably and quietly to have, hold and enjoy, and all and every the Rents, Issues and Profits thereof, and of every Part and Parcel thereof, coming, arising and growing, to have and take without any Manner of Denial, Let, Suit, Trouble, Hindrance, Interruption and Eviction, of or by the said J. A. and M. his Wife, G. A. and E. A. their Heirs, Executors, Administrators or Assigns, and without the lawful Let, Suit, Trouble, Interruption or Eviction, of or by any other Person or Persons whatsoever; **And** free and clear, and freely, clearly, and absolutely acquitted, freed, exonerated and discharged of and from all and all Manner of former and other Bargains, Sales, Gifts, Grants, Jointures, Dowers, Inraills, Leases, Mortgages, Estates, Titles, Rents, Arrearages of Rent, Judgments, Statutes, Recognizances, Debts, Executions, Extents, Troubles, Forfeitures, Seizures, Decrees, Charges and Incumbrances whatsoever (Tenants Leases only excepted). **And further** also, that if Default shall be made of or in the Payment of the said Monies, or any Part thereof herein before covenanted to be paid, that then and at any Time after such Default, they the said J. A. and M. his Wife, G. A. and E. A. their Heirs and Assigns, and all and every other Person and Persons, any Estate having or lawfully claiming, of, in, to or out of the said Messuages or Tenements, with the Appurtenances in the several Tenures or Occupations of the said W. K. R. W. and T. F. their Assigns or Under-tenants, or any Part thereof, shall and will at the reasonable Request of the said Sir J. S. his Executors, Administrators and Assigns, make and do all and every such further and other Act and Acts, Thing and Things, Devises and Assurances in the Law, for the better and more perfect assuring and conveying of the said last mentioned Premisses, with the Appurtenances, unto the said Sir J. S. his Executors, Administrators and Assigns, for and during the aforesaid Term of 1000 Years, be it by Deed or Deeds, Fine or Fines, Recovery or Recoveries, with single, double, or other Voucher or Vouchers, Release or Confirmation, or by all and every or any of the said Ways and Means, or by any other Ways or Means in the Law whatsoever, as by the said Sir J. S. his Executors or Administrators, or by his or their Counsel learned in the Law, shall be reasonably advised, devised, tendred or required: **And** the said E. A. for himself, his Heirs, Executors and Administrators, doth covenant, promise and agree to and with the said Sir J. S. his Executors, Administrators and Assigns, by these Presents, that he the said E. A. hath not done, nor willingly or wittingly permitted or suffered to be done, any Act or Thing, whereby the Freehold or Inheritance of the said mortgaged Premisses, or any Part or Parcel thereof, are or may be impeached, charged or incumbered in Title, Charge, Estate or otherwise; **And lastly**, the said Sir J. S. for himself, his Executors, &c. and for every of them, doth covenant, promise and agree to and with the said J. A. and G. A. severally, and to and with their several Heirs, &c. That until Default shall be made, of or in Payment of the said Money herein before covenanted to be paid, or some Part thereof, he the said Sir J. S. his Executors, Administrators and Assigns, shall and will permit and suffer the said J. A. and M. his Wife, and G. A. their Heirs and Assigns, peaceably and quietly to receive, take and enjoy the Rents, Issues and Profits of all and singular the aforesaid three last mentioned Messuages or Tenements, and Premisses, with their and every of their Appurtenances, without any Interruption, of or by the said Sir J. S. his Executors, Administrators or Assigns, and without any Account to be given to him or them, for, touching, or concerning the same. **In Witness, &c.**

An Assignment of the precedent Mortgage.

THIS Indenture of four Parts, made, &c. **Between** Sir J. S. of E. in the County of K. Baronet, of the first Part, J. A. of C. in the said County, Esq; and M. his Wife, G. A. of C. aforesaid, Son and Heir apparent of the said J. A. and M. his Wife, and E. A. of L. &c. of the second Part, J. H. of Clifford's Inn, London, Gent. of the third Part, and W. P. of, &c. Esq; of the fourth Part: **Whereas** in and by a certain Indenture of three Parts bearing Date, &c. and make or mentioned to be made between the said J. A. and M. his Wife, the said G. A. and the said E. A. of the first Part, and the said Sir J. S. of the second Part, and the said J. H. of the third Part, for and in Consideration of the Sum of

1000*l.* of good and lawful Money of *Great Britain*, to the said *J. A.* and *G. A.* and also the Sum of 5*s.* of like lawful Money, to the said *E. A.* in Hand paid by the said *J. S.* and for the settling and assuring of the several Messuages or Tenements, and Premises therein mentioned, to the Uses, Intents and Purposes as are therein limited and expressed, it is thereby covenanted, concluded and agreed upon, by and between all and every the said Parties thereunto, for them and their Heirs, and the said *J. A. G. A.* and *E. A.* for them and their Heirs, did covenant and grant, to and with the said *J. H.* their Heirs, &c. (and so recite the former Mortgage to) should be seised of the four several Messuages or Tenements, and Premises, with the Appurtenances therein mentioned, or any Part thereof, should stand and be seised thereof, and of every Part and Parcel thereof, to the Uses following, that is to say, as for, touching and concerning all those the aforesaid two Messuages or Tenements, and Gardens or Backsides to the same belonging, with their and every of their Appurtenances, situate, standing and being in *Shire-Lane* aforesaid, in the several Tenures or Occupations of the said *W. K.* and *R. W.* their Assigns or Under-tenants, and also all that Messuage or Tenement, and Garden or Backside to the same belonging, with the Appurtenances, situate, standing and being in *Bell-Yard* aforesaid, and in the Tenure or Occupation of the said *T. F.* his Assigns or Under-tenants, to the Use and Behoof of the said Sir *J. S.* his Executors, Administrators and Assigns, for and during the Term of 1000 Years, from thence next ensuing, and fully to be compleat and ended, without Impeachment of or for any Manner of Waste; subject nevertheless, and under a certain Condition therein contained, that if the said *J. A.* and *G. A.* or either of them, their or either of their Heirs, Executors, Administrators or Assigns, or any of them, did and should well and truly pay, &c. in Manner and Form, and on the Days and Times therein mentioned, that then, from and immediately after the Payment, &c. (as in the Mortgage to the Words) of no Effect to all Intents and Purposes, as in and by the said recited Indenture, Relation thereunto being had, may more at large appear: **And whereas** the said Fine was accordingly levied, and the days in the above recited Indenture limited and appointed for the Payment of the said 1050*l.* are some Time since past, and the principal Sum of 1000*l.* aforesaid is not yet paid and satisfied, or any Part thereof: **Now this Indenture witnesseth**, that for and in Consideration of the Sum of 1000*l.* of good and lawful Money of *Great Britain*, to him the said Sir *J. S.* in Hand well and truly paid by the said *W. P.* at or before the Sealing and Delivery of these Presents, by the Direction and Appointment of the said *J. A.* and *M.* his Wife, and *G. A.* testified by their being made Parties to, and Signing and Sealing of these Presents, the Receipt whereof he the said Sir *J. S.* doth hereby acknowledge, and thereof and therefrom, and of and from every Part and Parcel thereof, doth release, acquit and discharge him the said *W. P.* his Executors, Administrators and Assigns, and every of them by these Presents, which said Sum of 1000*l.* is in full of all Money due on the Mortgage of the said three Messuages in the above recited Indenture mentioned to be in the several Tenures or Occupations of the said *W. K.* *R. W.* and *T. F.* **He** the said Sir *J. S.* **hath** granted, bargained, sold, assigned and set over, and by these Presents, by the Direction and at the Nomination of them the said *J. A.* and *M.* his Wife, and the said *G. A.* testified as aforesaid, **Doth** grant, &c. unto the said *W. P.* his Executors, Administrators and Assigns, **All** and singular the said two Messuages or Tenements, and Gardens and Backsides to the same belonging, with their and every of their Appurtenances, situate, standing and being in *Shire-Lane* aforesaid, one whereof is now in the Tenure of *T. C.* Widow, and late in the Tenure of *W. K.* and the other in the Tenure or Occupation of the said *R. W.* their Assigns or Under-tenants; and also all that Messuage or Tenement, and Gardens or Backsides thereto belonging, with the Appurtenances, situate, standing and being in *Bell-Yard*, aforesaid, and now or late in the Tenure or Occupation of the said *T. F.* or his Assigns; all which said Premises in the said recited Indenture were granted or mortgaged to the said Sir *J. S.* together with the said recited Indenture of Mortgage, and all the Estate, Right, Title and Interest therein and thereunto, and the Term of Years therein mentioned, yet to come and unexpired, as also all Use, Trust, Property, Interest, Claim and Demand whatsoever, which he the said Sir *J. S.* now hath, ever had, or in any wise ought to have or claim therein or thereunto, by any Ways or Means whatsoever or howsoever: **And** the said *J. A.* and *M.* his Wife, and the said *G. A.* *E. A.* and *J. H.* for the Consideration aforesaid, and for and in Consideration of the further Sum of 5*s.* of like lawful Money of *Great Britain*, to them well and truly paid by the said *W. P.* at and before the Sealing and Delivery of these Presents, the Receipt whereof he doth severally and respectively acknowledge, and thereof severally acquit and for ever discharge the said *W. P.* his Executors, Administrators and Assigns, by these Presents, **Have** and every of them **hath** granted, bargained, sold, released, ratified and confirmed, and by these Presents do, and every of them doth, &c. unto the said *W. P.* his Executors, Administrators and Assigns, all and singular the above mentioned Messuages, Tenements and Premises, with their and every of their Appurtenances whatsoever; **To have and to hold**

all

Consideration
of the present
Assignment.

Covenant of
Assignment.

Covenant of
Assignment.

Habendum.

all and singular the said three Messuages or Tenements, and the Gardens or Backsides thereunto severally and respectively belonging, with their and every of their Appurtenances, hereby, or intended to be hereby, granted, bargained, sold, assigned, set over, released, ratified and confirmed, unto the said *W. P.* his Executors, Administrators and Assigns, from henceforth, for and during all the Rest and Residue of the said Term of 1000 Years, in and by the above recited Indenture or Mortgage granted, yet to come and unexpired: **Provided** Proviso to be void on Payment. **always,** and these Presents are upon this Condition nevertheless, that if the said *J. A.* and *G. A.* or either of them, their or either of their Heirs, Executors, Administrators or Assigns, or any of them, do and shall well and truly pay, or cause to be paid, unto the said *W. P.* his Executors, Administrators or Assigns, or any of them, at or in the common Dining-Hall of the *Middle-Temple, London,* the full Sum of 1050*l.* that is to say, the Sum of 25*l.* Part thereof, at or upon the—Day of—now next ensuing, and the Sum of 1025*l.* Residue thereof, at or upon the—Day of—which will be in the Year of our Lord 1717, without any Deduction, &c. (*vide the Proviso and Covenant for Payment in the Mortgage Deed*) **And also,** that if Default shall happen to be made, of or in Payment of the said Money herein before covenanted to be paid, or of any Part thereof, that then and from thenceforth it shall and may be lawful to and for the said *W. P.* his Executors, Administrators and Assigns, into all and every the said three Messuages or Tenements and Premises, with their Appurtenances, and into every Part and Parcel thereof, to enter, and the same from thenceforth, for and during all the then Rest and Residue of the said Term of 1000 Years, peaceably and quietly to have, hold, &c. (*Covenant for the Mortgagee's quiet Enjoyment, free from Incumbrances as in the Mortgage Deed*): **And further also,** that if Default shall be made of or in Payment of the said Money, or any Part thereof herein before covenanted to be paid, that then and at any Time after such Default, they the said *J. A.* and *M.* his Wife, *G. A. E. A.* and *J. H.* their Heirs and Assigns, and all and every other Person and Persons, any Estate having or lawfully claiming, of, in, to or out of the said three Messuages or Tenements, with the Appurtenances, shall and will at the reasonable Request of the said *W. P.* his Executors, Administrators and Assigns, make, &c. (*Covenant for further Assurance as in the Mortgage Deed*): **And** the said *E. A.* for himself, his Heirs, Executors, Administrators and Assigns, and every of them, and the said *J. H.* for himself, his Heirs, Executors, Administrators and Assigns, and for every of them, do severally covenant, promise and agree, to and with the said *W. P.* his Executors, Administrators and Assigns, by these Presents, that they the said *E. A.* and *J. H.* or either of them, have not done, or willingly and wittingly permitted or suffered to be done, any Act or Thing whereby the Freehold or Inheritance of the said mortgaged and assigned Premises, or any Part or Parcel thereof, are or may be impeached, charged or incumbered in Title, Charge, Estate or otherwise: **And** the said *W. P.* for himself, his Executors, Administrators and Assigns, and for every of them, doth covenant, promise and agree, to and with the said *J. A.* and *G. A.* severally, and their several and respective Heirs, Executors, Administrators and Assigns, by these Presents, that until Default shall be made of or in the Payment of the said Money herein before covenanted to be paid, for some Part thereof, he the said *W. P.* his Executors, Administrators and Assigns, shall and will permit and suffer the said *J. A.* and *M.* his Wife, and *G. A.* their Heirs and Assigns, peaceably and quietly to take and receive, &c. (*See Mortgage Deed, same Covenant*): **And** the said Sir *J. S.* for himself, his Executors and Administrators, and for every of them, doth covenant, promise and agree, to and with the said *W. P.* *J. A.* and *G. A.* and their Heirs, Executors, Administrators and Assigns, by these Presents, that all and singular the said three Messuages or Tenements, and Premises, with their Appurtenances hereby assigned, or intended to be hereby assigned, shall from henceforth be and remain, and be had, held and enjoyed by him the said *W. P.* his Executors, Administrators and Assigns, pursuant and according to the true Intent and Meaning of these Presents, free and clear, and freely and clearly acquitted and discharged, of and from all and all Manner of Incumbrances whatsoever, had, made or done, or wittingly or willingly suffered to be done by him the said Sir *J. S.* or any other Person or Persons whatsoever, claiming, or which shall or may at any Time hereafter have or claim, any Estate, Right, Title or Interest, of, in or to the hereby assigned Premises, or any of the Money now thereupon due, or hereafter to grow due for the same, by, from or under him the said Sir *J. S.* his Heirs, Executors or Administrators, or any of them: **And lastly,** it is hereby declared and agreed, by and between all the said Parties to these Presents, that the said Fine so had and levied as aforesaid, as to the above mentioned three Messuages or Tenements, with the Appurtenances, and all other Fine and Fines to be so had, made, levied, suffered and executed, or already had, made, levied, suffered and executed, as aforesaid, of the said Premises, or with other Messuages or Tenements, by or between the Parties, to these Presents, or any of them, shall be and enure, and shall be construed, adjudged, deemed and taken to be and enure, to the only proper Use and Behoof of him the said *W. P.* his Executors, Administrators and Assigns

If Default in Payment, Assignee to enjoy for the Remainder of the Term.

Covenants, &c. For further Assurance after Default;

done, no Act to incumber;

that the Mortgagee may enjoy till Default;

that the mortgaged Premises shall be free and clear, &c.

that the Fine had and levied shall be to the Use of Assignee.

Assigns, for and during the Rest and Residue of the said Term of 1000 Years now to come and unexpired. *In Witness, &c.*

Mortgage in Fee of an Advowson.

THIS Indenture of three Parts, made, &c. **Between** *W. F. of, &c. and T. S. of, &c. Esqrs;* of the first Part, *R. F. of, &c. Esq;* of the second Part, and *J. T. Rector* of *B.* in the County Palatine of *Durham*, Clerk, of the third Part, *Witnesseth*, that the said *W. F.* and *T. S.* for and in Consideration of the Sum of 860 *l.* of good and lawful Money of *Great Britain*, to them or one of them in Hand paid by the said *R. F.* by the Direction and Appointment of the said *J. T.* testified by his being a Party to these Presents, and Signing and Sealing the same, at and before the Sealing and Delivery of these Presents, the Receipt whereof they the said *W. F.* and *T. S.* do hereby respectively acknowledge, **Have** granted, bargained and sold, and by these Presents, **Do** grant, bargain and sell unto the said *R. F.* his Heirs and Assigns, **All that the Advowson**, Donation, Presentation, Patronage, Right of Patronage, and free Disposition of the Parish Church of *B.* in the said County Palatine of *Durham*, with all Profits and Appurtenances whatsoever to the same in any Manner belonging or appertaining; **To have and to hold** the said Advowson, Donation, Presentation, Patronage, Right of Patronage and free Disposition of the said Church, and all and singular the Premises aforeaid by these Presents granted, or mentioned to be granted, with their and every of their Appurtenances, unto the said *R. F.* his Heirs and Assigns, to the only Use and Behoof of the said *R. F.* his Heirs and Assigns for ever; **And** the said *T. S.* doth hereby for himself, his Heirs, Executors and Administrators, covenant, promise and grant, to and with the said *R. F.* his Heirs and Assigns, that *they* the said *T. S.* and *W. F.* now **Have**, or one of them now **Have**, good Right, full Power, lawful and absolute Authority, to grant, bargain and sell the said Advowson and Premises herein granted, or mentioned to be granted as aforeaid, with the Appurtenances, unto the said *R. F.* his Heirs and Assigns, in Manner and Form aforeaid; **And** that the said *R. F.* his Heirs and Assigns, shall and may at all Times hereafter, freely, quietly and peaceably have, hold, and enjoy the said Advowson and Premises hereby granted or mentioned to be granted, with their and every of their Appurtenances, without any Manner of Let, Suit, Trouble, Hindrance, Molestation or Interruption whatsoever of the said *T. S.* and *W. F.* or either of them, or any Person or Persons whatsoever, lawfully claiming or to claim by, from or under them, or either of them: **And** freely and clearly acquitted, exonerated and discharged, of and from all Titles, Charges, Troubles and Incumbrances whatsoever had, made, committed, done or suffered by the said *T. S.* and *W. F.* or either of them, or any Person or Persons claiming, or to claim, by, from or under them, or either of them; **And** the said *T. S.* and his Heirs, shall and will for ever warrant and defend the said Advowson and Premises herein before mentioned to be granted, bargained or sold, with their and every of their Appurtenances unto the said *R. F.* his Heirs and Assigns against the said *T. S.* and his Heirs, and all Persons claiming or to claim by, from, or under him: **Provided always**, and the said *R. F.* for himself, his Heirs and Assigns, doth hereby covenant, promise, grant, declare and agree to and with the said *J. T.* his Heirs and Assigns, that if the said *J. T.* his Heirs or Assigns, shall and do well and truly pay, or cause to be paid, unto the said *R. F.* his Heirs, Executors, Administrators and Assigns, the Sum of 911 *l.* 12 *s.* of good and lawful Money of *Great Britain*, without any Manner of Deduction, Defalcation or Abatement, for or in Respect of any Taxes, Charges, Assessments or Payments, ordinary or extraordinary, or otherwise howsoever, in Manner and Form following, *viz.* the Sum of 25 *l.* 16 *s.* Part thereof, upon the 19th Day of *August* next ensuing the Date of these Presents, and the Sum of 885 *l.* 16 *s.* Residue thereof, on the 19th Day of *February*, which shall be in the Year of our Lord 17—, that then the said *R. F.* his Heirs and Assigns, shall and will grant and convey unto the said *J. T.* his Heirs and Assigns, **All** that the said Advowson, Donation, Presentation, Patronage and Right of Patronage, and free Disposition of the Parish Church of *B.* in the said County Palatine of *Durham*, with all Profits and Appurtenances whatsoever to the same in any Manner belonging or appertaining herein before mentioned. **In Witness** whereof the said Parties to these Presents have hereunto set their Hands and Seals, the Day and Year first above written.

Covenants and Provisoes necessary to be inserted in a Deed of Mortgage, per R. Webb.

NOW this Indenture witnesseth, that for and in Consideration of the Sum of 1000 *l.* of lawful Money of *Great Britain*, to the said *W. K.* in Hand well and truly paid by the said *E. G.* at and before the Sealing and Delivery of these Presents, at the Request and by the Order, Direction and Appointment of the said *I. A.* and for his proper Debt, testified by his being a Party to, and his Sealing and Delivery of these Presents, in full of all Principal and Interest, due and owing to the said *W. K.* upon the said recited Security, and also

of the further Sum of 300*l.* of like lawful Money to the said *I. A.* in Hand likewise paid by the said *E. G.* at and before the Sealing and Delivery of these Presents (which said several Sums of 1000*l.* paid to the said *W. K.* and 300*l.* paid to the said *I. A.* by the said *E. G.* as aforesaid, do make together the full Sum of 1300*l.*) and also in Consideration of the further Sum of 1000*l.* of like lawful Money to the said *J. A.* in Hand likewise paid by the said *R. N. R. L.* and *I. R.* at and before the Sealing and Delivery of these Presents, at the Request, and by the Direction and Appointment of the said *C. F.* testified by his being a Party to, and his Sealing and Delivery of these Presents, (the Receipt and Payment of which said several Sums of Money, they the said *I. A.* and *W. K.* do hereby respectively acknowledge, and thereof, and every Part and Parcel thereof, do respectively acquit, release and discharge the said *E. G. R. N. R. L.* and *I. R.* respectively, and their respective Heirs, Executors, Administrators and Assigns for ever, by these Presents), and for the securing to the said *E. G.* his Executors, Administrators and Assigns, the Payment of the said Sum of 1300*l.* with Interest for the forbearance thereof, after the Rate of 5*l. per Cent. per Ann.* as herein after is mentioned, and to the said *R. N. R. L.* and *I. R.* their Executors, Administrators and Assigns, the Repayment of the said Sum of 1000*l.* with Interest for the Forbearance thereof, after the Rate of 5*l. per Cent. per Ann.* as herein after in these Presents is likewise mentioned, and also for and in Consideration of the Sum of 5*s.* of like lawful Money paid to the said *I. A.* by the said *E. G. R. N. R. L.* and *I. R.* at and before the Sealing and Delivery of these Presents, the Receipt whereof she doth hereby acknowledge, ~~He~~ the said *W. R.* at the Request, and by the Direction and Appointment of the said *I. A.* and *I. A.* testified by their being Parties to, and their Sealing and Delivery of these Presents; **And** also the said *I. A.* and *I. A.* ~~Have~~, and each and every of them ~~hath~~, granted, bargained, sold, released and **Covenant of confirmed**, and by these Presents **Do**, and each and every of them **Doth** grant, bargain, Grant. sell, release and confirm unto the said *E. G. R. N. R. L.* and *I. R.* in their actual Possession now being (by virtue of a Bargain and Sale, for one whole Year, to them thereof made by Recital of Bargain and Sale for a Year. the said *W. R. I. A.* and *I. A.* in Consideration of 5*s.* by Indenture bearing Date the Day next before the Day of the Date of these Presents, to commence from the Day next before the Day of the Date thereof, and executed before the Sealing and Delivery of these Presents, and by the Force of the Statute for transferring Uses into Possession), and to their Heirs and Assigns for ever, **All that the Manor of L. (here name the Premises as usual, &c.) To have** Parcels. Habendum in Fee. **and to hold** the said Manor, Advowson, Messuages, Farms, Lands, Tenements, Hereditaments and Premises herein before mentioned, and intended to be hereby granted and released, and every Part and Parcel thereof, with their and every of their Rights, Members and Appurtenances, unto the said *E. G. R. N. R. L.* and *I. R.* their Heirs and Assigns, to the only proper Use and Behoof of them the said *E. G. R. N. &c.* their Heirs and Assigns for ever, **Subject nevertheless** to the Proviso and Agreement for Redemption thereof, as herein after for that Purpose is mentioned; **And** the said *I. A.* for himself, his Heirs Executors and Administrators, doth covenant, promise, grant and agree to and with the said *E. G. &c.* their Heirs and Assigns, by these Presents, in Manner and Form following, that is to say, that the said *W. R. I. A.* and *I. A.* some or one of them, at the Time of the Sealing and Delivery of these Presents, are and stand, or is and standeth rightfully, lawfully, solely and absolutely seised of the said Manor, Advowsons, Messuages, Farms, Lands, Tenements, Hereditaments, and all and singular other the Premises herein before mentioned, or intended to be hereby granted and released, and every Part and Parcel thereof, with their and every of their Rights, Members and Appurtenances, of a good, sure, perfect, lawful, absolute and indefeasible Estate of Inheritance in Fee-simple, without any Manner of Condition, Use, Trust, Power of Revocation or Limitation of Use or Uses, or other Restraint, Matter or Thing whatsoever, to alter, change, charge, incumber or evict the same; **And** **also**, that they the said *W. R. I. A.* and *I. A.* some or one of them, at the Time of the Sealing and Delivery of these Presents, have or hath in them, some or one of them, good Right, full Power, true Title, and lawful and absolute Authority to grant, bargain, sell, release and confirm the said Manor, Advowson, Messuages, Farms, Lands, Tenements, Hereditaments, and all other the Premises herein before mentioned, or intended to be hereby granted and released, and every Part and Parcel thereof, with their and every of their Rights, Members and Appurtenances, unto the said *E. G. &c.* to the only proper Use and behoof of them the said *E. G. &c.* their Heirs and Assigns for ever, in Manner and Form aforesaid, according to the true Intent and Meaning of these Presents: **And** the said *W. R.* for himself his Heirs, Executors and Administrators, doth covenant, promise and grant to and with the said *E. G. &c.* their Heirs and Assigns, by these Presents, that he the said *W. R.* hath not **That W. R. hath done no Act to incumber;** any Time heretofore made, done or committed, or wittingly or willingly suffered any Act, Matter or Thing whatsoever, whereby or wherewith the said Manor, Advowsons, Messuages, Farms, Lands, Tenements, Hereditaments and Premises herein before mentioned and intended to be hereby granted and released, or any Part or Parcel thereof, is, are, or shall

or may be any way impeached, charged or incumbered in Title, Charge, Estate or otherwise howsoever: **And** the said *I. A.* for herself, her Heirs, Executors and Administrators, doth covenant, promise and grant, to and with the said *E. G. &c.* their Heirs and Assigns, by these Presents, that she the said *I. A.* hath not at any Time heretofore made, *&c.* (verbatim *the same as the last Covenant*): **And this Indenture further witnesseth**, that for the Considerations aforesaid, and in consideration of the Sum of of 5*s.* a-piece, of lawful Money of, *&c.* to the said *T. H. I. A.* and *I. A.* in Hand well and truly paid by the said *C. F.* at and before the Sealing and Delivery of these Presents, (the Receipt whereof they the said *T. H. I. A.* and *I. A.* do hereby respectively acknowledge, and thereof, and of every Part and Parcel thereof, do respectively acquit, release and discharge the said *C. F.* his Executors, Administrators and Assigns, by these Presents,) and for the further securing the Payment of the said several Sums of 1300*l.* and 1000*l.* with Interest, as aforesaid, **He** the said *T. H.* at the Request, and by the Order, Direction and Appointment of the said *I. A.* and *I. A.* testified as aforesaid, **Doth** granted, bargained, sold, assigned and set over, and by these Presents **Doth**, at the Nomination and Appointment of them the said *E. G. R. N. &c.* testified by their being Parties to, and their Sealing and Delivery of these Presents, grant, bargain, sell, assign and set over unto the said *C. F.* his Executors, Administrators, and Assigns, **All** that the said Manor of *L.* with all the Rights, Members and Appurtenances thereof, and all and singular other the said Lands, Tenements, Hereditaments and Premises, in and by the said first recited Indenture of Demise and Assignment, thereby respectively granted and assigned, or mentioned to be granted and assigned, and every Part and Parcel thereof, with their and every of their Appurtenances; and also all the Estate, Right, Title, Interest, Term and Number of Years yet to come and unexpired, Benefit, Property, Profit, Claim and Demand whatsoever, both in Law and Equity, of him the said *T. H.* of, in, or unto the same, and every Part and Parcel thereof, by Force and Virtue of the said first recited Indenture of Demise, and the said several Assignments thereof, or otherwise howsoever, together with the said recited Indenture of Demise and Assignment thereof, and every of them: **To have and to hold** the said Manor, Lands, Tenements, Hereditaments, and all and singular other the Premises herein before mentioned or intended to be hereby granted, bargained, sold, assigned and set over, with their and every of their Appurtenances, unto the said *C. F.* his Executors, Administrators and Assigns from henceforth, for and during all the Rest, Residue and Remainder of the said Term of one thousand Years, by the said first recited Indenture of Demise granted as aforesaid, yet to come and unexpired; **In Trust** nevertheless for the said *E. G. &c.* their Heirs and Assigns, and subject to the Proviso and Agreement herein after mentioned and contained: **And** the said *T. H.* for himself, his Heirs, Executors and Administrators, doth covenant, promise, grant and agree to and with the said *C. F.* his Executors, Administrators and Assigns, by these Presents, that he the said *T. H.* hath not, *&c.* viz. (*that he hath not encumbered the Premises.*) **And this Indenture further witnesseth**, that for the Consideration aforesaid, **He** the said *W. R.* at the Request, and by the Order, Direction and Appointment of the said *I. A.* and *I. A.* testified as aforesaid, and also the said *I. A.* and *I. A.* **Have**, and each and every of them **Doth** granted, ratified and confirmed, and by these Presents **Do**, and each and every of them **Doth** grant, ratify and confirm, at the Nomination and Appointment of the said *E. G. &c.* testified as aforesaid, unto the said *C. F.* his Executors, Administrators and Assigns, **All** the said Manor, Advowson, Messuages, Farms, Lands, Tenements, Hereditaments, and all and singular other the Premises herein before mentioned, or intended to be hereby assigned, and every Part and Parcel thereof, with their and every of their Appurtenances, together with the said recited original Indenture of Demise, for one thousand Years, and the said several recited Assignments thereof, and the Assignment hereby made, and all and every of them; **To have and to hold** the said Manor, Advowson, Messuages, Farms, Lands, Tenements, Hereditaments, and all and singular other the Premises herein before mentioned, and intended to be hereby assigned, and every Part and Parcel thereof, with their and every of their Rights, Members and Appurtenances, unto the said *C. F.* his Executors, Administrators and Assigns, from henceforth, for and during all the Rest, Residue, and Remainder of the said Term of one thousand Years, in and by the said first recited Indenture of Demise granted as aforesaid, yet to come and unexpired; **In Trust** nevertheless for the said *E. G. &c.* their Heirs and Assigns, subject to the Proviso and Agreement herein after mentioned and contained: **And** the said *J. A.* for himself, his Heirs, Executors and Administrators, doth covenant, promise and grant to and with the said *C. F.* his Executors, Administrators and Assigns, by these Presents, in Manner and Form following, (*that is to say,*) that the said recited original Indenture of Demise for one Thousand Years, dated the 28th Day of *March* 1664, now at the Time of the Sealing and Delivery of these Presents, is a good and sufficient Lease, valid and effectual in the Law, and is and standeth in full Force and Effect, and is not any ways forfeited, surrendered, made void or become voidable, or any

that *I. A.* hath done no Act to incumber.

Further Consideration.

Covenant of Grant to a Trustee.

Parcels.

Habendum for the Remainder of the Term assigned.

In Trust for Mortgagee, subject to the Proviso, *&c.* Done no Act to encumber. Further Consideration.

Habendum for the Remainder of the Term assigned.

In Trust for *E. G. &c.*

That the original Indenture of Demise is good and valid;

any ways charged, impeached or incumbered; **And also**, that he the said *T. H.* now hath in himself good Right, full Power and lawful and absolute Authority to grant, bargain, sell and assign and set over the aforesaid Manor, Advowson, Messuages, Farms, Lands, Tenements, Hereditaments and Premises, with their and every of their Rights, Members and Appurtenances, unto the said *C. F.* his Executors, Administrators and Assigns, for the Residue of the said Term of one thousand Years, in Trust as aforesaid: **And this Indenture further witnesseth**, that for the Consideration aforesaid, and also for and in Consideration of the Sum of 5 s. of lawful, &c. to the said *T. H.* in Hand well and truly paid by the said *C. F.* at or before the Sealing and Delivery of these Presents, (the Receipt whereof he the said *T. H.* doth hereby acknowledge, &c.) and for the further and better securing the Payment of the said several Sums of 1300 l. and 1000 l. with Interest for the same respectively as aforesaid, **He** the said *T. H.* at the Request, and by the Order and Appointment of the said *I. A. I. A.* and *W. R.* (testified as aforesaid) and also at the Nomination and Appointment of the said *E. G. &c.* (testified as aforesaid) **Doth** assigned, transferred and set over, and by these Presents **Doth** assign, transfer and set over, unto the said *C. F.* his Executors, Administrators and Assigns, the said recited Recognizances or Statute-Staple, and the said several recited Judgments, and every of them, and all and every Process and Proceedings, Exents and Executions thereupon had, sued out and executed, and the several Sums of Money therein respectively mentioned and contained, and all the Benefit and Advantage thereof respectively, and all his Estate, Right, Title, Interest, Trust, Claim and Demand whatsoever, both in Law and Equity, of, in and to the same respectively; **To have, hold** and enjoy the same, and all the Benefit and Advantage thereof respectively, unto the said *C. F.* his Executors, Administrators and Assigns; **In Trust** for the said *E. G. &c.* their Heirs and Assigns, subject also to the Proviso and Agreement herein after mentioned and contained. **And** the said *T. H.* doth hereby at the like Request, and by the like Direction and Appointment of the said *E. G. &c.* testified as aforesaid, as much as in them lies, make and ordain the said *C. F.* his true and lawful Attorney irrevocable, and doth give unto him full Power and Authority, in his Name, Place and Stead, but in Trust for the Benefit of the said *E. G. &c.* their Heirs and Assigns, subject to the Proviso and Agreement herein after mentioned as aforesaid, to ask, demand and receive the said several Sums of Money in the said Recognizance or Statute-Staple, and Judgment, and every of them, mentioned and contained, and all Costs and other Money due, and to grow due and payable by or upon the said Recognizance or Statute-Staple, and the said two several Judgments, every or any of them, and all Benefit and Advantage thereof respectively, and to sue for and recover the same, every or any of them, and also to release, acquit and discharge the same, every or any of them, and to do or cause to be done, all and every Act and Thing for the recovering and obtaining all and every Sum and Sums of Money, due or to grow due upon the same respectively, and also to detain and keep (in Trust as aforesaid) all such Money so to be received, without any account to be given to him the said *T. H.* his Executors or Administrators concerning the same; **And** the said *T. H.* doth for himself, his Executors and Administrators, covenant and grant to and with the said *C. F.* his Executors, Administrators and Assigns, by these Presents, in Manner and Form following, that is to say, that he the said *T. H.* will not at any Time hereafter, without the Consent of the said *E. G. &c.* or the Survivors or Survivor of them, or the Executors, Administrators or Assigns of such Survivor, revoke any Authority hereby given to the said *C. F.* his Executors and Assigns; **And** that he the said *T. H.* his Executors and Administrators, shall and will from Time to Time, and at all Times hereafter, upon the reasonable Request, and at the proper Costs and Charges in the Law of the said *E. G. &c.* their Executors, Administrators and Assigns, make, seal and deliver, perform and do all and every such further and other Act and Acts, Thing and Things, for the better enabling or authorizing the said *C. F.* his Executors, Administrators or Assigns, to obtain, get in or receive (in Trust as aforesaid) all the Money due and to grow due upon the said Recognizance or Statute-Staple, and the said two several Judgments, or any of them, and all the Benefit thereof respectively, and with Covenants not to revoke the same, as by the said *E. G. &c.* their Executors, Administrators or Assigns, shall be reasonably devised or required; **And also** that he the said *T. H.* his Executors or Administrators, shall not, nor will, unless it be at the Request of the said *E. G. &c.* or the Survivors or Survivor of them, or the Executors, Administrators or Assigns of such Survivor, release or discharge the said *I. A.* his Executors, Administrators or Assigns, or any of them, or the said Recognizance and several Judgments, or any of them, or the several Sums of Money in them or any of them mentioned and contained, or any Part thereof, or any Interest, Costs or other Money due or to grow due for the same, or any Benefit or Advantage thereof respectively, or disavow or become nonsuit in any Process or Proceedings, Exent or Execution brought, sued forth or executed, or to be brought, sued forth or executed thereupon respectively; **And also**, that he the said *T. H.* hath not at any Time heretofore vacated, af-

and also that *T. H.* hath full Power to assign.

Further Consideration of 5 s. to *T. H.* by *C. F. &c.* for better securing, &c.

Assignment of Recognizance and Judgments, &c.

Habendum to Trustee, in Trust for *E. G. &c.* Mortgagees. Letter of Attorney.

Covenant not to revoke.

Covenant to do any further Act for recovering, &c.

And shall not nor will discharge, &c. or the Debt.

Hath not before vacated, signed, assigned, &c.

signed, released, discharged or incumbered, and shall not or will not hereafter vacate, assign, release, discharge or incumber the said Recognizance or Statute-Staple, or the said two several Judgments, or any of them, or any former or future Extent, Process or Execution thereupon respectively or any Part thereof or the said *I. A.* his Heirs, Executors, or Administrators, or his, their or any of their Lands, Tenements, Goods or Chattels, real or personal Estate whatsoever, without the Consent of the said *E. G. &c.* and the Survivors or Survivor of them, or the Heirs, Executors, Administrators or Assigns of such Survivor; **And** that he the said *T. H.* his Executors and Administrators, shall and will at all and at any Time or Times hereafter, at the reasonable Request, and at the Costs and Charges in the Law of the said *E. G. &c.* or the Survivors or Survivor of them, or of his or their Assigns, or of the Executors, Administrators or Assigns of such Survivor, and not otherwise, acknowledge Satisfaction upon Record of the said Recognizance or Statute-Staple, and the said two several Judgments, and of all Money due and owing, or to grow due or owing, for or by Reason of the same or any of them, and assign or surrender all former and future Extents and Executions upon them, or any of them; **And** that he the said *T. H.* his Executors or Administrators, at no Time or Times hereafter, shall or will do any Act or Thing whatsoever, whereby the said Recognizance or Statute, and the said two several Judgments, or any of them, or any former or future Proceedings, Extents or Executions at Law or in Equity thereupon respectively had, sued forth and executed, or to be had, sued forth or executed, or the Money due or to grow due thereupon respectively, or any Part thereof, or the said *L. A.* his Heirs, Executors or Administrators, or his or their Lands, Tenements, Goods, Chattels, real or personal Estate whatsoever, is, are, can, shall or may be acquitted or discharged of or from the same, or any Part thereof, without the Consent of the said *E. G. &c.* or the Survivors or Survivor of them, his or their Assign or Assigns, or the Executors, Administrators or Assigns of such Survivor: **Provided** always nevertheless, and it is hereby declared and agreed by and between all and every the said Parties to these Presents, that if the said *I. A.* his Heirs, Executors, Administrators or Assigns, do and shall well and truly pay, or cause to be paid unto, *&c.* (*here set down the Days of Payment*) *&c.* at or in the common Dining-Hall of the *Middle-Temple, London*, and that without any Deduction, Defalcation or Abatement, of or for any Taxes, Duties, Contributions or Assignments, Parliamentary or otherwise, Ordinary or Extraordinary, laid or imposed or to be laid or imposed upon the said Sums of, *&c.* or either of them, or any Part thereof, or upon the Interest of them or either of them respectively, or any Part thereof, or upon the said Manor, Advowson, Messuages, Farms, Lands, Tenements, Hereditaments and Premises hereby granted, released and assigned, or mentioned or intended to be hereby granted, released and assigned, or any of them, or upon any the Owners, Tenants or Occupiers of any of the said Manor, Advowson, Messuages, Farms, Lands, Tenements, Hereditaments and Premises, for or by Reason of the same; that then they the said *E. G. &c.* and their Heirs, and all and every other Person and Persons, claiming or to claim, by from, or under them or every or any of them, and also the said *C. F.* his Executors, Administrators and Assigns, and all and every other Person and Persons, claiming or to claim, by, from or under him, them or any of them, shall and will at the Request, Costs and Charges in the Law of the said *I. A.* his Heirs, Executors, Administrators or Assigns, re-convey and re-assign all their and every of their respective Estates, Right, Title, Interest, Claim and Demand whatsoever, into and out of all the said Manor, Advowson, Messuages, Farms Lands, Tenements, Hereditaments and Premises, and the said several recited Securities to them respectively conveyed and assigned as aforesaid, unto the said *I. A.* his Heirs, Executors, Administrators and Assigns, or such other Person or Persons as he or they shall direct, nominate and Appoint, free and clear and freely and clearly acquitted and discharged, of and from all Incumbrances, *&c.* to be had, made, committed, done, or wittingly or willingly suffered, by them the said *E. G. &c.* their or any of their Heirs, Executors, Administrators or Assigns, or the said *C. F.* his Executors, Administrators or Assigns, and that by such Conveyances and Assurances in the Law as by the said *I. A.* his Heirs, Executors, Administrators or Assigns, or his or their Counsel learned in the Law shall be reasonably devised or advised and required, [*and then add a Covenant to pay the Money.*] **And** also, that if Default shall happen to be made of or in Payment of the said several Sums of, *&c.* or either of them, or any Part of them, or either of them, contrary to the true Intent and Meaning of the said Proviso and Agreement herein before for that Purpose contained, and of these Presents, that then, and at all Times then after, it shall and may be lawful to and for the said *E. G. &c.* their Heirs and Assigns, and the said *C. F.* his Executors, Administrators and Assigns, in Trust as aforesaid, peaceably and quietly to enter into, have, hold, use, occupy, possess and enjoy the said Manor, Advowson, Messuages, Farms, Lands, Tenements, Hereditaments, Recognizances or Statute-Staple, Judgments, Extents, Executions and Premises, with their and every of their Appurtenances, without the Let, Suit, Trouble, Denial, Molestation or Interruption of the said *I. A.* or his Heirs, Executors, Administrators or Assigns, or any other

but will acknowledge Satisfaction at Request of, *&c.*

Proviso on Payment, *&c.* that *E. G.* and *C. F.* will re-convey, free from Incumbrances.

Covenant to pay. In Default of Payment *E. G.* and *C. F.* to enjoy, *&c.*

other Person or Persons whatsoever; **And further**, that the said Manor, Advowson, Messuages, Farms, Lands, Tenements, Hereditaments and Premises hereby granted, released and assigned, or mentioned or intended to be hereby granted, released or assigned, and every Part and Parcel thereof, now are and be, and so from Time to Time, and at all Times for ever, from and after Default shall happen to be made, of or in Payment of the said several Sums of, &c. or either of them, or any Part of them or either of them, contrary to the true Intent and Meaning of the said Proviso or Agreement herein before for that Purpose contained, and of these Presents, shall remain, continue and be unto the said *E. G. &c.* their Heirs and Assigns, and also to the said *C. F.* his Executors, Administrators and Assigns, (in Trust as aforesaid) freed and discharged of and from all and all Manner of former and other Gifts, Grants, Bargains, Sales, Leases, Mortgages, Jointures, Dowers, Annuities, Uses, Wills, Legacies, Intails, Fees, Fines, Feoffments, Issues, Amerciaments, Statutes, Recognizances, Judgments, Executions, Tithes, Troubles, Charges, Burdens and Incumbrances whatsoever (other than and except the said several recited Securities hereby conveyed and assigned, or mentioned and intended to be hereby conveyed and assigned as aforesaid;) **And further also**, that if Default shall happen to be made of or in Payment of the said several Sums of, &c. or either of them, or any Part of them or either of them, contrary to the true Intent and Meaning of these Presents, that then and at all Times then after, he the said *I. A.* his Heirs and Assigns, and all and every other Person and Persons, having or lawfully claiming, or which shall or may have or lawfully claim, any Estate, Right, Title or Interest, into or out of the said Manor, Advowson, Messuages, Farms, Lands, Tenements, Hereditaments and Premises, or any of them, or any Part thereof, shall and will at the Request of the said *E. G. &c.* or the Survivors or Survivor of them, or of the Heirs, Executors, Administrators or Assigns of them, or of any of them, but at the Costs and Charges of the said *I. A.* his Heirs, Executors, Administrators and Assigns, make, do, acknowledge, levy, execute, suffer and perfect, or cause and procure, &c. all and every such further and other lawful and reasonable Act and Acts, Thing and Things, Deeds, Devises, Assurances and Conveyances in the Law whatsoever, for the further, better, more perfect and absolute granting, conveying and assuring the said Manor, Advowson, Messuages, Farms, Lands, Tenements, Hereditaments and Premises, and every Part and Parcel thereof, with their and every of their Appurtenances, unto the said *E. G. &c.* or the Survivors or Survivor of them, his or their Heirs or Assigns, as by the said *E. G. &c.* or the Survivors or Survivor of them, his or their Heirs or Assigns, or any of them, or their or any of their Counsel learned in the Laws of this Realm, shall be reasonably devised or advised and required; **And further** it is hereby declared, that until Default shall happen to be made in Payment, &c. *A.* to receive the Profits, &c. (as usual in all Mortgages) **Provided always**, and it is hereby covenanted, concluded, declared and agreed, by and between all and every the said Parties to these Presents, and the true Intent and Meaning of them, and of these Presents, is, that as well all and singular the said Manor, Advowsons, Messuages, Farms, Lands, Tenements, Hereditaments and Premises herein before mentioned and intended to be hereby granted and released, unto and to the Use of the said *E. G. &c.* their Heirs and Assigns, and every Part and Parcel thereof, with their and every of their Appurtenances, as also all and singular the said Manor, Advowson, Messuages, Farms, Lands, Tenements, Hereditaments and Premises, and the said recited Recognizance, Statute-Staple, and the said two several recited Judgments herein before assigned, transferred and set over, or mentioned or intended to be hereby assigned, transferred and set over unto the said *C. F.* his Executors, Administrators or Assigns as aforesaid, shall stand and be as well a Security for the Repayment of the said Sum of, &c. and Interest of the same, to the said *E. G.* his Executors, Administrators and Assigns, as also for the said Sum of, &c. and Interest thereof to the said *R. N. &c.* their Executors, Administrators and Assigns, without any Manner of Preference or Precedency; and that they the said *E. G. &c.* and *C. F.* respectively, and their respective Heirs, Executors, Administrators and Assigns, shall not nor will at any Time or Times hereafter, release, assign, transfer or otherwise convey the said Manor, Advowson, Messuages, Farms, Lands, Tenements, Hereditaments and Premises herein before granted, released and assigned, or vacate, discharge or any ways incumber the same, or any of them, or any Part or Parcel of them or any of them, without the free and natural Consent, Goodliking, Approbation and Direction of the said *E. G. &c.* respectively, their respective Executors, Administrators or Assigns, under their several and respective Hands and Seals in Writing first had and obtained.

And that the mortgaged Premises shall be and remain to them free from Incumbrances.

For first Assurance on Default in Payment.

Until Default Mortgagor to enjoy. Provided that the mortgaged Premises shall stand and be a Security for the Sum of—to *E. G.* as of the Sum of—to *R. N.* without Preference or Precedency.

R. Webb.

Besides these Covenants, in Matters of large Concern, and where the mortgaged Premises are in Tenants Hands, a Covenant may be added to ascertain the yearly Value thereof, and another to appoint a Receiver to collect the Rents, and pay off the Interest and all Costs, &c. and the Overplus to the Mortgagor.

A good Mortgage of a Manor, &c. by Way of Lease for 500 Years.

THIS Indenture, &c. Between T. B. of I. in the County of S. Gent. Son and Heir of T. P. late of N. in the same County, Doctor of Physick, deceased, of the one Part, and T. B. of the City of L. Merchant, of the other Part, Witnesseth, that the said T. P. Party to these Presents, for and in Consideration of the Sum of 800*l.* of, &c. to him in Hand paid by the said T. B. at and before the Ensealing and Delivery of these Presents, the Receipt whereof the said T. P. Party to these Presents, doth hereby acknowledge, and himself therewith fully satisfied, and thereof, and of every Part thereof, doth clearly acquit, exonerate and discharge the said T. B. his Executors and Administrators, by these Presents, **Doth** bargained, sold, demised, granted, and to Farm letten, and by these Presents **Doth**, &c. unto the said T. B. his Executors, Administrators and Assigns, **All that** the Manor of **H.** in the County of S. with the Rights, Members and Appurtenances thereof, and all Messuages, Houses, Waters, Mills, Lands, Tenements, Meadows, Pastures, Feedings, Woods, Underwoods, Commons, Heaths, Furze, Moors, Marshes, Wastes, Profits and Perquisites of Courts, Rent of Copyholders and Freeholders, Chief-Rents, Quiet-Rents, Rents of Affize, Fines, Heriots, Amerciaments, Services, Reversions, Royalties, Privileges, Franchises, Jurisdictions, Profits, Commodities, Hereditaments and Appurtenances whatsoever, to the said Manor belonging or appertaining, or accepted, reputed or taken as Part, Parcel or Member thereof; and also all that Tenement, with the Close or Parcel of Pasture wherein the said Tenement standeth, containing by Estimation, &c. be the same more or less, situate, lying and being in the Parish of **H.** in the County of S. now or late in the several Tenures or Occupations of, &c. or of their Assigns; and also all that Piece, &c. and all Woods, Underwoods, Timber and Trees, standing, growing or being in, upon or about the several Closes, Pieces or Parcels of Ground above mentioned, and every or any Part thereof; and all Ways, Waters, Commons and Common of Pasture, Profits, Commodities, Hereditaments and Appurtenances whatsoever to the said Tenements, and several Closes or Parcels of Land or Ground, and every or any of them belonging or appertaining, or with them or any of them used, occupied or enjoyed; and all other the Messuages, Lands, Tenements and Hereditaments, which were conveyed and assured, by and from G. S. of, &c. and J. W. of, &c. to the said T. P. deceased, in and by a certain Indenture of Bargain and Sale, under their Hands and Seals, bearing Date, &c. and inrolled in the High Court of *Chancery*; and the Reversions, Rents, Issues and Profits, of all and singular the Manor, Tenements, Lands and Premises above mentioned, and every Part thereof; **To have and to hold** all and singular the said Manor, Tenement, and several Closes and Parcels of Land, and all other the Premises, above in and by these Presents demised, granted, bargained and sold, with their and every of their Appurtenances, and the Rents and Reversions thereof, unto the said T. B. his Executors, Administrators and Assigns, from the Ensealing and Delivery of these Presents, **Unto** the End and Term of five hundred Years from thence next ensuing, and fully to be compleat and ended, without Impeachment of or for any Manner of Waste, Strip or Spoil; **Yielding and paying** therefore yearly and every Year, during the said Term, unto the said T. P. Party hereunto, his Heirs and Assigns, the yearly Rent of one Pepper-Corn, on the Feast Day of *All-Saints* in every Year (if it be demanded) and no more. **Provided always**, and these Presents are upon this Condition nevertheless, that if the said T. P. Party hereunto, his Heirs, Executors, Administrators or Assigns, or any of them, do and shall yearly and every Year from henceforth for and during the Term of five Years now next ensuing, well and truly pay or cause to be paid unto the said T. B. his Executors, Administrators or Assigns, at the, &c. in *London*, the yearly Sum or annual Payment of 48*l.* of, &c. on the 26th Day of *J.* and 26th Day of *J.* in every Year, by equal Portions; the first Payment thereof to begin and be made on the 26th Day of *J.* now next ensuing; and also if the said T. P. Party hereunto, his Heirs, Executors, Administrators or Assigns, do and shall well and truly pay, or cause to be paid, unto the said T. B. his Executors, Administrators or Assigns, at the Place of Payment aforesaid, the Sum of 800*l.* of like good and lawful Money of *Great Britain*, on the last Day of *J.* which shall be in the Year, &c. and in Case the said T. P. Party hereunto, shall be minded to repay the said 800*l.* before the End of the said five Years, and do and shall give or leave Notice or Warning thereof in Writing, at the now Dwelling-House of the said T. B. in, &c. on any 20th Day of *J.* or 20th Day of *J.* within the two Years of the five Years aforesaid, and do and shall truly pay to the said T. B. his Executors or Assigns, at the Place of Payment aforesaid, the Sum of 800*l.* of, &c. at the next Half-Year's Day of Payment then ensuing, together with all such Part, and so much of the said yearly Sum of 48*l.* as shall be then due and payable, and do make no Default of Payment of or in any one Payment of the Sums of Money aforesaid; that then and from thenceforth this present Grant, Bargain, Sale and Demise of all and singular the same Premises shall

Consideration,
800*l.*

Covenant of
Demise.

Parcels, viz.
the Manor of,
&c.
General
Words to the
Manor;

and also all,
&c.

and the Re-
version, &c.
Habendum for
500 Years.

Reddendum a
Pepper corn.
Proviso for
Redemption,
viz. 48*l.*
yearly for five
Years, being
the Interest;

and 800*l.* on
the, &c.
The Mortga-
gor may pay
the 800*l.* on
Notice, &c.
within two of
the five Years.

shall cease, determine, and be utterly void and of none Effect, to all Intents and Purposes, as if the same had never been made; this Indenture, or any Thing herein contained to the contrary thereof in any wise notwithstanding: **And** the said *T. P.* Party hereunto, for himself, his Heirs, Executors and Administrators, and for every of them, doth covenant, promise, grant and agree to and with the said *T. B.* his Executors, Administrators and Assigns, and to and with every of them by these Presents, in Form following, this is to say, **That** he the said *T. P.* Party hereunto, at the Ensealing and Delivery of these Presents, is the very true, lawful and rightful Owner of the said Manor, Tenement, Lands, and all other the Premises above herein and hereby demised, granted, bargained and sold, or meant, mentioned or intended to be hereby demised, granted, bargained and sold, with their Appurtenances, and of every Part and Parcel thereof; and now is and standeth lawfully seised in his Demesne, as of Fee, of and in all and singular the said Manor, Tenement, Lands, and Premises, with their Appurtenances, and of every Part thereof, of a good, sure, lawful, perfect, rightful, absolute and indefeasible Estate of Inheritance in Fee-simple, without any Reversion, Remainder, Limitation of Use or Uses, Power of Revocation, or other Matter or Thing whatsoever, of or in any Person or Persons, to alter, change or determine the same; **And** that he the said *T. P.* Party to these Presents, now hath in himself full Power, good and perfect Right, and lawful Authority to demise, grant, bargain and sell all and singular the said Manor, Tenements, Lands, Hereditaments and Premises above mentioned, with their Appurtenances, and every Part thereof, unto the said *T. B.* his Executors, Administrators and Assigns, for and during the said Term of five hundred Years, in Manner and Form aforesaid, and according to the true Intent and Meaning of these Presents; **And** also that the said *T. B.* his Executors, Administrators and Assigns, shall and may from Time to Time and at all Times, from and after Default of Payment made of the several Sums of Money aforesaid, or of any of them, or any Part thereof, peaceably and quietly enter into, have, hold, occupy, possess and enjoy the said Manor, Tenement, Lands, Hereditaments and Premises, above in and by these Presents demised, granted, bargained and sold, with their and every of their Appurtenances, and every Part and Parcel thereof, for and during the said Term of five hundred Years, without any Let, Trouble, Interruption, Incumbrance or Disturbance of or by the said *T. P.* Party hereto, his Heirs, Executors, Administrators or Assigns, or any of them, or of or by any other Person or Persons whatsoever; **And** further, that the said Manor, Tenements, Lands, Hereditaments and all other the Premises, above in and by these Presents mentioned or intended to be herein and hereby demised, with their and every of their Appurtenances, now are and be, and so from Time to Time, and at all Times hereafter, for and during the said Term of five hundred Years, shall be, remain and continue, and be had, holden and enjoyed, unto and by the said *T. B.* his Executors, Administrators and Assigns (subject to the Proviso or Condition above mentioned) free and clear, and freely and clearly acquitted, exonerated and discharged, of and from all and all Manner of former and other Gifts, Grants, Bargains, Sales, Leases, Jointures, Dowers, Uses, Intails, Statutes-Merchant and of the Staple, Recognizances, Judgments, Extents, Executions, Rent-charges, Rent-sock, Annuities, yearly Payments, Fines, Issues, Amerciaments, Seizures, Sequestrations, and Cause and Causes of Sequestration, and of and from all other Estates, Titles, Troubles, Charges and Incumbrances whatsoever, had, made, committed and suffered by the said *T. P.* Party hereunto, or by any other Person or Persons whatsoever; the Rents and Services from henceforth to grow due and payable to the chief Lord and Lords of the Fee and Fees of the Premises, in Respect of his and their Seignory and Seignories, excepted and foreprized; and except one Annuity or yearly Rent-charge of 10*l.* per Annum, issuing and payable out of the Premises, or some Part thereof, unto *E. M.* Mother of the said *T. P.* Party hereunto, for and during the Term of her natural Life, and no longer; and also except one Lease or Grant made of Parcel of the Premises, by the said *T. P.* Party, unto the said *T. L.* for a certain Term yet enduring, at and under the yearly Rent of 42*l.* and also except one other Lease made of other Parcel of the Premises by the said *T. P.* Party, unto the said, for a certain Term yet unexpired, whereupon the yearly Rent of 16*l.* is reserved and payable; which said several yearly Rents of 42*l.* and 16*l.* in and by the said several excepted Leases reserved, shall, from and after Default of Payment made of the Sums of Money aforesaid, or any of them, become due and payable unto the said *T. B.* his Executors, Administrators, and Assigns, for and notwithstanding any Act or Thing, had, made or done, or to be had, by the said *T. P.* Party, or by any other Person or Persons; **And** moreover, that the said *T. P.* Party, and his Heirs, and all other Person and Persons, and their Heirs, having, claiming, deriving or pretending, or which can or may hereafter have or claim any Manner of Estate, Right, Title, Interest, Claim, Benefit or Demand, of, in, to, or out of the said Manor, Lands, Tenements, Hereditaments and Premises above mentioned to be herein and hereby demised, granted, bargained and sold, with their Appurtenances, and every or any Part or Parcel thereof, (except as aforesaid) shall and will

That he now is and standeth lawfully seised,

and hath Power to demise.

After Default in Payment of the Mortgagees to hold, &c.

and that the Premises shall be and remain, &c. free from Incumbrances,

except one Annuity;

also except a Lease for— Years, of Parcel of the Premises.

For further Assurance after Default in Payment.

That Mort-
gagor may
hold until De-
fault.

will from Time to Time, and at all Times from and after Default of Payment made of the Sums of Money in the Proviso and Condition aforesaid expressed, or any of them, upon the reasonable Request, and at the Costs and Charges int he Law of the said T. B. his Executors, Administrators and Assigns, make, do, acknowledge, levy, suffer and execute, and cause and procure to be made, &c. unto the said T. B. his Executors, Administrators and Assigns, all and every such further, lawful and reasonable Act and Acts, Thing and Things, Deeds, Devises, Grants, Releases, Conveyances and Assurances in the Law whatsoever, for the further and better, more perfect and absolute granting, conveying and assuring of the said Manors, Tenements, Lands and Premises, above herein and hereby demised, granted, bargained and sold, with their Appurtenances, and every Part and Parcel thereof, unto the said T. B. his Executors, Administrators and Assigns, for and during the said Term of five hundred Years, discharged of the Proviso or Condition aforesaid, and of all Power and Benefit of Redemption, as by the said T. B. his Executors, Administrators or Assigns, or his or their Counsel learned in the Law, shall be reasonably devised or advised and required; **And** it is lastly agreed by and between the said Parties to these Presents, for them, their Heirs, Executors, Administrators and Assigns, that the said T. P. Party, &c. his Heirs, Executors, Administrators and Assigns, shall and may have, hold and enjoy the Premises, and receive and take the Rents and Profits thereof to his and their own proper Uses, until the first Default of Payment shall be made of the Sums of Money in the Proviso and Condition aforesaid expressed, without any Let, Hindrance or Denial of or by the said T. B. his Executors, Administrators or Assigns, any of them; any Thing herein contained to the contrary notwithstanding, &c. **In Witness, &c.**

A Bond to pay the Money. And also a Bond for Performance of Covenants.

A Mortgage of Land, to save harmless from certain Bails and Suretiships.

Recital of
Bond entered
into.

Recital of be-
coming Bail
to an Action.
Ditto in Error.

Consideration
to indemnify
the Mortga-
gee.

Mortgagor
grants.
The Parcels.

Habendum in
Fee.

THIS Indenture, &c. Between J. B. Citizen, and G. of L. on the one Part, and R. B. &c. on the other Part: Whereas the said R. B. with the said J. B. and at his special Request, and for the only Debt of the same J. by one Obligation dated, &c. did become jointly and severally bound unto A. M. &c. in the Sum of 200 l. of, &c. for the Payment of 100 l. of like Money, to have been paid at a Day now past, as by the said Obligation and Condition thereof more plainly may appear; **And whereas** the said R. and one J. S. Salter, at the Entreaty, and by the special Means of the said R. B. have taken the said J. B. to Bail in an Action of Trespas, the Damage laid at 224 l. brought against the said J. B. in the Compter in W. in L. at the Suit of M. S. Goldsmith, and W. C. Grocer, as by the Records, remaining in the Compter aforesaid, will appear; **And whereas** also the said R. B. and J. S. at the Entreaty and by the Means of the said R. B. have taken the said J. B. to Bail in the Compter in the *Poultry* in L. in an Action of Debt of 89 l. 12 s. 7 d. there brought against the said J. B. at the Suit of one R. T. &c. as by the Records, &c. **And whereas** one M. C. of the Town of S. Draper, by an Attachment made in L. against Goods of the said M. S. and W. C. supposed in the Hands of the said J. B. had recovered against the same J. 47 l. 2 s. 6 d. of, &c. whereupon the said J. hath now brought a Writ of **Error**, and upon Allowance of the same Writ, the said R. B. and J. S. as in that Case is accustomed, are become Sureties for the said J. B. **And whereas** also the said R. B. hath undertaken to save harmless the said J. S. of and for all the Premises; **Now this Indenture witnesseth**, that the said J. B. to the End that the said R. B. his Heirs, Executors and Administrators, and every of them, and all the Lands, Tenements, Goods and Chattels of the said R. B. his Heirs, Executors and Administrators, and every of them, from Time to Time, and at all Times hereafter, shall as well be clearly saved and kept harmless, of and for all and singular the Bonds, Bails, Suretiships and other Charges whatsoever, here above in these Presents expressed and recited, and also thereof and therefrom shall be clearly discharged, at or before such Time as thereto is hereafter assigned in these Presents, **hath given, granted, bargained and sold**, and by these Presents, &c. to the said R. B. and to his Heirs and Assigns for ever, **All that** Messuage or Tenement, with the Appurtenances, some Time in the Tenure or Occupation of one T. R. late Parcel of, &c. situate in the Parish of St. B. in L. commonly called the G. and now or late being in the Occupation of the said J. B. and all and singular Houses, Buildings, Yards, void Grounds, Profits, Commodities, Easements and Hereditaments, to the said Messuage and Tenement belonging or appertaining, or therewith as any Part thereof now or at any Time heretofore had, used or occupied, and the Reversion and Reversions of all and singular the Premises, and all the Estate, Right, Title and Interest of the said J. B. of, in and to the Premises, and every Part and Parcel thereof, and all and singular Deeds, Evidences and Writings, touching or concerning the Premises, or any Part thereof; **To have and to hold** the said Messuage or Tenement, with their Appurtenances, and all and singular

singular the Premises above bargained and sold, with their Appurtenances, to the said R. his Heirs and Assigns for ever, to the only Use, &c. **And whereas** the late Dean and Chapter of the Cathedral Church of St. P. in L. by their Indenture of Lease under their common Seal, bearing Date, &c. did demise and let to Farm the said Messuage or Tenement, with the Appurtenances, unto one R. D. then Citizen, &c. to hold to him and his Assigns, from the Feast of, &c. unto the End of ninety-eight Years from thence next following, for the yearly Rent of 5*l.* therefore yearly to be paid, as by the said Indenture of Lease, &c. the Residue of which Lease and Term of Years now to come, by lawful conveyance in the Law, by Means of the said J. B. and in Trust to be assigned and conveyed at the Pleasure and Appointment of the said J. B. and of his Assigns, is to come unto M. C. of, &c. J. C. and W. C. &c. The said J. B. for the better Surety and Assurance to save and keep harmless the said R. B. his Heirs, Executors and Administrators, and every of them, of and for the Bonds, Bails, Suretiship and Charges aforesaid, hath delivered, bargained and sold to the said R. B. the said Indenture of Lease and all Conveyances thereof; and by these Presents covenanteth, &c. that the said M. C. J. C. and W. C. or the Survivors or Survivor of them, on this Side the 24th Day of J. which shall be in the Year of our Lord God, &c. shall plainly and lawfully convey, assign and set over all their Estate, Interest and Term of Years, of and in the said Messuage and Tenement, with the Appurtenances, yet to come, and the said original Indenture of Lease thereof, and all Conveyances of the same, unto such Person or Persons as the said R. in that Behalf shall name and appoint. **Provided** always, that if the said J. B. his Executors, Administrators or Assigns, shall as well procure and cause, that the said R. B. his Heirs, Executors and Administrators, on this Side the said 24th Day, which shall be, &c. shall be clearly and absolutely acquitted and discharged of and from all the Bonds, Bails and Suretiships aforesaid, and all other Charges wherewith the said R. B. hath charged himself, from the said J. B. as aforesaid; as also in the mean Time, from Time to Time, shall well and sufficiently save harmless the said R. B. his Heirs, Executors and Administrators, and all his and their Lands, Tenements, Goods and Chattels, of and for the Bonds, Bails, Suretiships and Charges aforesaid, wherewith they or any of them may be charged as aforesaid; that then not only the Gift, Grant, Bargain and Sale of the said Messuage and Tenement, and other the Tenements above made by these Presents to the said R. B. and his Heirs, but also the said Grant and Assignment of the said Lease, and of all other the Premises above bargained, or covenanted to be bargained, shall be utterly void and frustrate; and that then and from thenceforth it shall and may be lawful, as well to and for the said J. B. his Heirs and Assigns, into the said Freehold of the above bargained Premises wholly to re-enter, and the same to have again, as in his or their former Estate, as also for the said M. C. &c. or the Survivors or Survivor of them, their Executors or Administrators, or any of them, at and by the Appointment and Agreement of the said J. B. his Heirs or Assigns, into the said Messuage and Tenement, with the Appurtenances, for the Residue of the Term of Years aforesaid then to be to come, also to re-enter, and the same as in their former Estate to have again; these Presents or any Thing herein contained to the contrary notwithstanding: **And also** the said J. B. covenanteth, &c. in Form, &c. that he the said J. B. now at the Ensealing and Delivery of these Presents, is and standeth lawfully and solely seised of and in the said Messuage and Tenement, with the Appurtenances, of a good, perfect, sure, absolute and rightful Estate in the Law in Fee-simple, either in Possession or in Reversion, immediately expectant upon Determination of the Lease and Term of Years aforesaid, without any Condition or Limitation of Use or Uses, and that of such Estate the said J. B. hath good, lawful and absolute Right and Authority, to give, grant, bargain, sell and assure the said Messuage and Tenement, with the Appurtenances, to the said R. B. his Heirs and Assigns for ever, to and for the only Use of the said R. his Heirs and Assigns for ever; **And** that the said Messuage and Tenement, with the Appurtenances, now are, and from henceforth shall be, stand and continue unto the said R. B. his Heirs and Assigns for ever, clear and clearly discharged and acquitted, or otherwise at all Times sufficiently saved harmless, of and from all and singular former Bargains, Sales, Gifts Grants, Leases, Estates, Titles, Charges and Incumbrances whatsoever, the old accustomed Rents and Services hereafter to be due, to be paid and done to the chief Lord of the Fee or Fees of the Premises, in Respect of their Seigniority only, that the said Lease for Years to be conveyed and assigned over, at and by the Appointment of the said R. B. his Heirs and assigns as aforesaid, only except and foreprised: **And also** that if it shall happen the said Messuage and Tenement, with the Appurtenances, upon the Condition aforesaid, to be forfeited to the said R. B. and his Heirs, that then, and at all Times during three Years then next following, the said J. B. and M. now his Wife, and the Heirs of the said J. B. at and upon every reasonable Request, and at the Costs and Charges in the Law only of the said R. B. his Heirs, Executors and Assigns, shall and will do, make, acknowledge, suffer and execute, and cause to be done, &c. all and every such further Act and Acts, Thing and Things in the

Recital of a
Dean and
Chapter's
Lease.

Covenant to
assign the
same.

Proviso if
Mortgagor
indemnifies
Mortgagee,
Grant and As-
signment to
be void.

and Mortga-
gor to re-en-
ter.

Lawfully seised.

Power to
grant.

Free from In-
cumbrances.

On breach of
Proviso Co-
venant for fur-
ther Assu-
rance.

Mortgagee
may, &c. till
Forfeiture.

Law, for the further and better Conveyance, Assurance and Sure-making of the said Messuage and Tenement, and other the above bargained Premises with their Appurtenances, to be had, conveyed and made sure to the said R. B. his Heirs and Assigns, for his own Use for ever, as by the said R. B. his Heirs or Assigns, or by his or their Counsel learned in the Laws of this Realm, shall be reasonably devised, advised or required, be it by Fine, Feoffment, Deed or Deeds enrolled, Release with Warranty against all Men, or without Warranty, Recovery with Vouchers or Voucher, or by any other lawful Way or Means whatsoever; And the said R. B. covenanteth, &c. to permit and suffer the said J. B. and his Assigns, to occupy the said Messuage and Tenement with the Appurtenances, keeping the same well and sufficiently repaired in all Things, until the said, &c. which shall be, &c. so as the said Messuage and Tenement be not in the mean Time forfeited to the said R. B. and his Heirs, upon the Condition above in these Presents expressed, and not otherwise. **In Witness, &c.**

A very good Mortgage by Deed enrolled, and a Defeazance thereupon, with a Clause, if the Money be not paid according to the Proviso, that then the Mortgagee, paying a further Sum, shall have the Land absolutely, &c.

THIS Indenture, &c. Between P. R. of, &c. and W. D. of, &c. of the one Part, and J. S. of, &c. Son and Heir of J. S. late of, &c. Esq; deceased, of the other Part, **Witnesseth, That whereas** the said J. S. Party hereunto, by Indenture of Bargain and Sale under his Hand and Seal, bearing Date the Day of the Date of these Presents, and sealed and delivered at one and the same Instant of Time, together with these Presents, and intended to be enrolled in the High Court of Chancery, for and in Consideration of the Sum of 500 l. of, &c. therein mentioned to be to him paid by the said P. R. and W. D. hath granted, bargained, sold, aliened, enfeoffed and confirmed unto the said P. R. and W. D. and to their Heirs and Assigns for ever, all that capital Messuage and Tenement, &c. as by the said recited Indenture of Bargain and Sale (Relation thereunto being had) more at large appeareth: **It is nevertheless provided,** covenanted, granted, concluded, conditioned, condescended, declared and agreed, by and between all the said Parties to these Presents, for them, their Heirs, Executors, Administrators and Assigns, and each of them the said P. R. and W. D. severally and respectively, by and for himself, his respective Heirs, Executors, Administrators and Assigns, and not jointly, nor one for the other, nor one for the Act of another, doth covenant, promise, grant, condescend and agree to and with the said J. S. Party hereunto, his Heirs and Assigns, and every of them by these Presents, that if the said J. S. Party hereunto, his Heirs, Executors, Administrators or Assigns, or any of them, do and shall yearly and every Year, for and during the Space of seven Years, to be accounted from the Day of the Date of these Presents, well and truly pay, or cause, &c. unto the said P. R. and W. D. or either of them, their or either of their Executors, Administrators or Assigns, at the now Dwelling-House of, &c. the yearly Sum or annual Payment of 40 l. of, &c. on the 15th Day of D. and the 15th Day of J. in every Year, by equal Portions, without any Deduction, Allowance, Abatement or Defalcation to be had, made or claimed, for or by Reason, Colour or Means of any Taxes or Assessments to be laid or set upon the Messuage, Lands and Premises aforesaid, or any Part thereof, or by Colour or Means of any Rate or Rates, Assessment or Assessments, Act or Acts of Parliament, made or to be made, or otherwise howsoever; the first Payment thereof to begin and made on the 15th Day of D. next ensuing the Date of these Presents; and also, if the said J. S. Party hereunto, his Heirs, Executors, Administrators or Assigns, do well and truly pay, or cause, &c. unto the said P. R. and W. D. or either of them, or to the Executors, Administrators or Assigns of them or either of them, at the Place of Payment aforesaid, the Sum of 500 l. of like, &c. on the 20th Day of J. which shall be in the Year, &c. and do make no Default of Payment of or in any one Payment of the Sums of Money aforesaid: And also, if upon convenient Notice given or left at the said Capital Messuage, after the Expiration of two Years now next ensuing, he the said J. S. his Executors or Administrators, shall within six Months next after such Notice, pay or cause to be paid to the said P. R. and W. D. or either of them, their or either of their Executors or Administrators, the said Sum of 500 l. and such Interest as shall then be behind and unpaid, according to the Rate of, &c. that then and from thenceforth the said recited Bargain and Sale, and the Uses therein limited, shall cease, determine and be utterly void and of none Effect; and that then or at any Time afterwards, the said P. R. &c. their Heirs or Assigns, shall and will upon the Reasonable Request of the said J. S. Party, &c. his Heirs or Assigns, yield and deliver up the said Indenture of Bargain and Sale, and that Part of these present Indentures which is under the Hand and Seal of the said J. S. Party, &c. if the same be not in the mean Time casually lost, destroyed, cancelled or defaced by Fire or otherwise, unto him the said J. S. Party, &c. his Heirs or Assigns, to be cancelled and made void, together with all and singular the Deeds and Evidences mentioned

Recital of Bar-
gain and Sale.

With a Pro-
viso to be void
on Payment,
&c.

mentioned in the Schedule or Inventory hereunto annexed, saving in Case of Casualty as aforesaid, safe and uncanceled; and then also or at any Time afterwards, the said *P. R. &c.* their Heirs and Assigns, shall and will upon the like reasonable Request, and at the Costs and Charges in the Law of the said *J. S. Party, &c.* his Heirs or Assigns, grant, re-convey and re-assure all and singular the capital Messuage, Tenement or Mansion-house, Lands and Hereditaments, in and by the said recited Indenture of Bargain and Sale granted, bargained, sold and conveyed, with their Appurtenances, and every Part and Parcel thereof, unto the said *J. S. Party, &c.* his Heirs and Assigns, or to such other Person or Persons as he or they shall in that Behalf direct and appoint, freed and discharged of and from all and all Manner of former Estates, Leases, Dowers, Titles, Troubles, Charges and Incumbrances, had, made, committed or done by them the said *P. R. &c.* their Heirs and Assigns, or any of them, at any Time or Times before the making of such Conveyance or Re-assurance, as by the said *J. S. Party, &c.* his Heirs or Assigns, or his or their Counsel learned in the Law, shall be reasonably devised or advised and required, so that in such Re-assurance no greater or other Warranty be included than only against the said *P. R. &c.* respectively, their respective Heirs and Assigns; and so as for the doing thereof the Parties who are to join therein be not compelled to travel further than the Cities of *L.* and *W.* or one of them: **And** the said *J. S. Party, &c.* for himself, his Heirs, Executors, Administrators and Assigns, and for every of them, doth covenant, promise, grant and agree to and with the said *P. R. &c.* and each of them, their and each of their Executors, Administrators and Assigns, by these Presents, that he the said *J. S. Party, &c.* his Heirs, Executors, Administrators and Assigns, or some of them, shall and will from Time to Time well and truly pay, or cause, *&c.* unto the said *P. R. &c.* their Executors, Administrators or Assigns, the said yearly Sum or annual Payment of 30 *l.* of, *&c.* for and during the said Term of five Years, and the said Sum of 500 *l.* of, *&c.* at the Place, several Days and Times above mentioned, for payment thereof, and in Manner and Form aforesaid, without making Default of Payment of or in any one Payment thereof, and without any Deduction, Abatement, Allowance or Defalcation to be had, made or claimed, for or by Colour or Means of any Taxes or Assessments to be laid or set upon the Messuage, Lands and Premises aforesaid, or for or by Reason of any Act or Acts of Parliament, or otherwise howsoever; **And** that in Case the said *J. S. Party, &c.* his Heirs, Executors, Administrators or Assigns, do or shall make any Default of Payment, of or in any one Payment of the yearly Sum of 30 *l.* above mentioned, or of the said Sum of 500 *l.* or any Part thereof, contrary to the Form of the Covenant or Condition above expressed, then if the said *P. R.* his Executors, Administrators or Assigns, do or shall at any Time afterwards within the Space of six Months next after any such Default of Payment as aforesaid, well and truly pay, or tender to be paid, unto the said *J. S.* his Heirs or Assigns, at, *&c.* a further Sum of 500 *l.* of, *&c.* (deducting out of the same all such Sum and Sums of Money, as shall then be due and payable for the Interest of the Sum of 500 *l.* first above mentioned,) that then or at any Time afterwards he the said *J. S.* his Heirs or Assigns, shall and will, upon the reasonable Request, and at the Costs and Charges in the Law of the said *P. R. &c.* their Heirs and Assigns or any of them, well and sufficiently, and in due Form of Law, grant, release, convey and assure all and singular the said Capital Messuage, Tenement, or Mansion-House, Lands and Premises above mentioned, with their Appurtenances, and all his and their Estate, Right, Title, Interest, Power and Benefit of Redemption, Claim and Demand whatsoever, of, in, to and out of the same, and every Part thereof, unto the said *P. R. &c.* their Heirs or Assigns, or such other Person or Persons as they, either or any of them, shall in that Behalf direct and appoint, freed and discharged of the Proviso, Condition or Agreement above mentioned, and of all Power and Benefit of Redemption, by such Assurance and Conveyance in the Law, as by the said *P. R. &c.* **And further,** that in Case the said *P. R. &c.* their Executors or Assigns, shall at any Time hereafter before the End of the said Term of five Years be compelled or compellable by any Act or Acts of Parliament, made or to be made, or otherwise, to accept and take less than the Rate of 5 *l. per Cent.* for the Forbearance of the Sum of 100 *l.* for one Year, or less than the Sum of 5 *l. per Cent.* for the 500 *l.* abovementioned; that then he the said *J. S. Party, &c.* his Heirs or Assigns, shall and will at the End of six Months after Notice or Warning in that Behalf given or left by the said *P. R.* their or either of their Executors, Administrators or Assigns, at or in the said capital Messuages, well and truly pay or cause to be paid unto the said *P. R. &c.* their Executors, Administrators or Assigns, at the Place of Payment aforesaid, the said Sum of 500 *l.* and all such Part and so much of the said annual Sum of 30 *l.* abovementioned, as shall be then in Arrear, unpaid and unsatisfied: **And** it is lastly the Agreement of the said *P. R. &c.* for themselves, their Heirs and Assigns, that the said *J. S. Party, &c.* his Heirs and Assigns, shall and may have, hold and enjoy all and singular the said Capital Messuage, Tenement or Mansion House, Lands and Hereditaments, and every Part thereof, and receive and take the Rents and Profits thereof to his own proper Use, until Default of Payment made of or in

Covenant to pay, *&c.*

In Case of Default and Payment of 500 *l.* more, absolutely to release.

Freed and discharged of the Proviso, *&c.* In Case Interest lowered by Act of Parliament, to pay, *&c.*

That Mortgagor may hold till Default.

some one Payment of the Payments afore said, contrary to the Form above declared, without any Let Hindrance or Impediment, of or by the said *P. R. &c.* or either of them, their or either of their Heirs, Executors or Assigns, or any of them. **In Witness, &c.**

Mortgage by Lease and Release of Part of the Quit-Rents of a Manor, and other Premises.

The Lease.

Consideration. **T**HIS Indenture made, &c. Between *J. C.* of *London*, Linen-draper, of the one Part, and *S. M.* of, &c. Doctor in Physick, of the other Part, **Witnesseth**, that the said *J. C.* for and in Consideration of the Sum of 5 s. of lawful *British* Money to him in Hand paid by the said *S. M.* the Receipt whereof he doth hereby acknowledge, and thereof doth acquit, release and discharge the said *S. M.* his Heirs and Assigns, by these Presents, and for divers other good Causes and Considerations him hereunto moving, **Doth** bargain and sold, and by these Presents **Doth** bargain and sell unto the said *S. M.* **All** and every the Part, Share, Purparty, Right, Title, Interest, Claim and Demand whatsoever, of him the said *J. C.* of, in, to or out of all and singular the Quit-rents belonging to the Manor of, &c. and the Profits of the said Manor, being together of the yearly Value of, &c. or thereabouts, **And** of, in, to or out of the capital Messuage or Mansion-house, with the Appurtenances, lying, &c. late in the Tenure or Occupation of *J. O.* Esq; deceased, **And** of, in, to or out of all those three Messuages or Tenements lying, &c. with their Appurtenances, one whereof now is or late was in the Occupation, of *E. C.* or his Assigns, and the other two now are or late were in the Occupation of, &c. and of, in, to or out of all and singular Ways, Passages, Waters, Water-courses, Light, Easements, Privileges, Advantages, Hereditaments and Appurtenances whatsoever, to the said Messuages, Lands, Tenements, Hereditaments and Premises, or any of them belonging or in any wise appertaining, and the Reversion and Reversions, Remainder and Remainders, Rents, Issues and Profits thereof, and of every Part and Parcel thereof; **To have and to hold** the said Part, Share or Purparty, Right, Interest, Claim and Demand of him the said *J. C.* of, in, to or out of the said Messuages, Lands Tenements and Hereditaments, their and every of their Rights, Members and Appurtenances, and all and singular other the Premises herein before mentioned or intended to be hereby bargained and sold unto the said *S. M.* his Executors, Administrators and Assigns, from the Day next before the Day of the Date of these Presents, for and during, and unto the full End and Term of one whole Year from thence next ensuing, and fully to be compleat and ended: **Pledging and paying** therefore unto the said *J. C.* his Heirs or Assigns, the Rent of one Pepper-corn only, on the Feast day of, &c. (if lawfully demanded) and no more, to the Intent and Purpose, that by Virtue of these Presents, and of the Statutes for transferring Uses into Possession, the said *S. M.* may be in the actual Possession of all and singular the Premises herein before mentioned or intended to be hereby bargained and Sold, with their and every of their Appurtenances, and be thereby enabled to accept and take a Release of the Reversion and Inheritance thereof, by Indenture Tripartite, intended to be made between *D. C.* of *London*, Doctor of Physick, Father of the said *J. C.* on the first Part, the said *J. C.* on the second Part, and the said *S. M.* on the third Part, and to bear Date the Day next after the Day of the Date of these Presents. **In Witness, &c.**

Covenant of Bargain and Sale. The Premises being Quit-rents belonging to a Manor; and a Mansion-house, and three other Messuages.

Habendum for a Year.

At the Rent of a Pepper-Corn. To the Intent the Bargainee may be in Possession, and enabled to take a Release of the Inheritance of the Premises.

The Release.

THIS Indenture Tripartite, made, &c. Between *D. C.* of *London*, Doctor in Physick, on the first Part, *J. C.* of &c. Linen-draper, one of the Sons of the said *D. C.* on the second Part, and *S. M.* of *London*, Doctor in Physick, on the third Part. **Whereas** *J. O.* late of, &c. deceased, did by his last Will and Testament in Writing, bearing Date on or about, &c. (amongst divers other Legacies and Bequests therein mentioned) give and bequeath unto the said *J. C.* and eleven others, the Sons and Daughters of the said *D. C.* and Grandchildren of the said *J. O.* the Sum of 800 l. a-piece, to be paid to them as is therein particularly mentioned; **And** also gave and bequeathed unto his said Grandchildren, after the Decease of *A. H.* Widow, or to such of them as should be then living, and should attain the Ages therein particularly mentioned, and to their Heirs for ever, **All** those Quit-rents and Profits of the Manor of, &c. being of the yearly Value of, &c. or thereabouts; **And** also gave and bequeathed unto his said, &c. as by the said last Will and Testament proved and remaining in the prerogative Court of *Canterbury*, Relation being thereunto had, may more at large appear: **And whereas** by Indenture of Assignment or Mortgage, bearing Date, &c. the said *J. C.* in Consideration of the Sum of, &c. to him in Hand

Recital of a Will by which the Premises were bequeathed to twelve Children.

Recital of an Assignment by Way of

Hand paid by the said D. C. and for other Considerations therein mentioned, did assign and set over unto the said D. C. **All** his the said J. C.'s Right, Title, Interest, Reversion, Claim and Demand, of, in and to all such Share or Part of the Premises as is or are given or bequeathed unto the said J. C. or between him and the rest of his Brothers and Sisters, in and by the said last Will, **To hold** to the said D. C. his Executors, Administrators and Assigns, under a Proviso nevertheless to be void on Payment of the Sum of, £c. upon the Day therein mentioned, and now long since past, as by the said recited Indenture of Assignment, Relation being thereunto had, may more at large appear; **And whereas** the said Sum of, £c. or any Part thereof, hath not been yet paid to the said D. C. whereby the Estate and Interest of the said D. C. of and in the Premises, became and is absolute in the Law, redeemable nevertheless in Equity, upon Payment of the said principal Sum of, £c. and the Interest thereof: **Now this Indenture witnesseth**, that for and in Consideration of the Sum of, £c. of lawful *British* Money, to the said D. C. by the Direction and Appointment of the said J. C. testified by his being a Party to, and his Signing and Sealing of these Presents, and of the further Sum of 5 s. of like lawful Money, to the said J. C. in Hand, at or before the Sealing and Delivery hereof, by the said S. M. well and truly paid, the several Receipts whereof they the said D. C. and J. C. do hereby respectively acknowledge, and thereof, and of every Part and Parcel thereof, do respectively acquit, release and discharge the said S. M. his Heirs, Executors and Administrators, by these Presents, **He** the said J. C. by and with the Consent of the said D. C. testified by his being a Party, and his Signing and Sealing hereunto, **And** also the said C. D. **Have**, and each of them **hath** granted, bargained, sold, released and confirmed, and by these Presents do, and each of them doth fully and absolutely grant, bargain, sell, release and confirm unto the said S. M. (in his actual Possession now being, by Virtue of an Indenture of Bargain and Sale, bearing Date the Day next before the Day of the Date of these Presents, to him made by the said J. C. for the Term of one Year, commencing from the Day next before the Day of the Date of the same Indenture, and by Force of the Statute for transferring Uses into Possession) and to his Heirs, **All** and every the Part, Share, Purparty, Right, Title, Interest, Claim and Demand whatsoever of him the said J. C. of, in, to or out of the said Quit-rents and Profits of the said Manor of, £c. and of, in, to or out of all and every or any of the aforesaid Messuages, Lands, Tenements and Hereditaments, with the Appurtenances, situate, lying and being, £c. or any of them being Freehold, which in or by the last Will of the said J. O. deceased, were devised unto or between the said J. C. and the rest of the Children of the said D. C. or meant, mentioned or intended so to be, in Possession, Reversion, Remainder or otherwise, **And** of, in, to or out of all and singular Grounds, Ways, Passages, Waters, Water-courses, Lights, Easements, Privileges, Advantages, Hereditaments and Appurtenances whatsoever, to the said Messuages, Lands, Tenements, Hereditaments and Premises, or any of them belonging or in any wise appertaining; **And** the Reversion and Reversions, Remainder and Remainders, Rents, Issues and Profits thereof, and every Part and Parcel thereof, and also all the Estate, Right, Title, Interest, Equity of Redemption, Property, Profit, Use, Trust, Claim and Demand whatsoever of him the said J. C. of, in, or to the same, every or any Part and Parcel thereof, by Virtue of the said recited Will or otherwise howsoever, together with all Deeds, Evidences, Writings, Escrips and Miniments whatsoever, which he the said J. C. now hath in his Hands, Custody or Power, touching or concerning the same, or which he can or may come by without Suit in Law; **To have and to hold** the said Part, Share and Purparty of him the said J. C. and all and singular other the Premises herein before mentioned or intended to be hereby granted or released, with their and every of their Rights, Members and Appurtenances, unto the said S. M. his Heirs and Assigns for ever, to the only proper Use and Behoof of the said S. M. his Heirs and Assigns for ever, subject nevertheless to the Proviso on Condition herein after mentioned: **And this Indenture further witnesseth**, that the said J. C. and also the said D. C. with the Consent and by the Direction and Appointment of the said J. C. testified as aforesaid, **Have**, and each of them **hath** bargained, sold, assigned and set over, and by these Presents do and each of them doth, bargain, sell, assign and set over unto the said S. M. the said recited Indenture of Assignment or Mortgage, and all and singular the Premises thereby assigned, or meant, mentioned or intended to be assigned, with their and every of their Appurtenances, **And** also all the Part, Share, Purparty, Right, Title, Interest, Claim and Demand whatsoever of him the said J. C. of, in, to or out of the several Leasehold Estates, by the said recited Will devised to the said J. C. and the rest of his said Brothers and Sisters, after the Decease of the said R. O. their Grandmother, and the said R. C. their Mother, or either of them, or meant, mentioned or intended so to be, with their and every of their Rights, Members and Appurtenances, and also the said Legacy or Sum of, £c. devised to him the said J. C. and all other Legacies and Bequests whatsoever to him made in or by the said Will, and all the Part, Share, Purparty, Right, Title, Interest, Claim and Demand whatsoever of him the said J. C. of, in, to or out of all or any other or further

Mortgage of one twelfth Share of the Premises.

Habendum to the Assignee, under a Proviso to be void on Payment of the Mortgage-money, which Money, £c. was never paid.

Considerations of this present Indenture.

Covenant of Release of all the Premises made by the Mortgagor and Mortgagee.

The Premises.

Also all Writings, £c.

Habendum in Fee-simple.

Covenant of Assignment of the before recited Indenture of Mortgage.

Habendum to the Assignee in Fee.

Proviso that the present Indenture shall be void on Payment of the Money, all Taxes, &c.

Covenant to pay the Money according to the Proviso.

Covenant that the Assignors have full Power to grant, sell, &c.

Covenant to make further Assurance upon Request, in Default of Payment.

Covenant for quiet Enjoyment, till like Default be made.

Part of the Personal Estate of the said *J. C.* deceased, by Virtue of the said recited Will or otherwise howsoever; **To have and to hold** the said recited Indenture of Assignment or Mortgage, and all and singular other the Premises herein before mentioned or intended to be hereby assigned, with their and every of their Rights, Members and Appurtenances, unto the said *S. M.* his Executors, Administrators and Assigns, from henceforth, to his and their own proper Use and Behoof, as fully and effectually as he the said *J. C.* might, could, should or ought to hold or enjoy the same, by Virtue of the said recited Will, subject nevertheless to the Proviso or Condition herein after mentioned, (that is to say) **Provided always**, and these Presents are upon this express Condition, **That** if the said *D. C.* and *J. C.* or either of them, their or either of their Heirs, Executors or Administrators, do or shall well and truly pay or cause to be paid unto the said *S. M.* his Executors, Administrators or Assigns, the full Sum of, *£c.* on, *£c.* with lawful Interest for the same, after the Rate of, *£c. per Cent. per Annum*, without any Deduction or Abatement whatsoever, for or by Reason of Taxes or otherwise; **And** also if the said *D. C.* and *J. C.* their Heirs, Executors, Administrators and Assigns, do and shall well and truly pay and discharge all such Taxes, Rates and Assessments as shall be had, rated or assessed upon the said Sum of, *£c.* or any Part thereof, or upon the said *S. M.* his Executors, Administrators or Assigns, for or by Reason thereof, or which shall in any wise become due or payable by or from him or them, for or by Reason of the lending of the said Sum of, *£c.* or any Part thereof, upon this present Mortgage, at any Time or Times hereafter, until the same shall be repaid; **Then** and in such Case this present Indenture, and the Grant, Release and Assignment hereby made shall cease, determine, and be utterly void and of none Effect, any Thing herein before contained to the contrary thereof in any wise notwithstanding: **And** the said *D. C.* and *J. C.* do for themselves, their Heirs, Executors, and Administrators and for every of them, jointly and severally covenant, promise and agree, to and with the said *S. M.* his Executors, Administrators and Assigns, and every of them, by these Presents, in Manner and Form following, (that is to say) That they the said *D. C.* and *J. C.* their Heirs, Executors, Administrators and Assigns, or some of them, shall and will well and truly pay or cause to be paid unto the said *S. M.* his Executors, Administrators or Assigns, the said Sum of, *£c.* of lawful *British* Money, on the said, *£c.* without any Deduction, Defalcation or Abatement whatsoever as aforesaid: **And** also, that they the said *D. C.* and *J. C.* or one of them, now have or hath in him or themselves, good Right, full Power, and lawful and absolute Authority to bargain, sell, release, assign, transfer and set over all and singular the Premises herein before mentioned or intended to be hereby bargained, sold or released, assigned, transferred or set over, with their and every of their Rights, Members and Appurtenances, unto the said *S. M.* his Executors, Administrators or Assigns, in Manner and Form aforesaid; **And** that if Default shall happen to be made, of or in Payment of the said Sum of, *£c.* and the Interest thereof, or any Part thereof, at the Day or Time herein before limited or appointed for Payment thereof, that then and from thenceforth, at any Time or Times after such Default, they the said *D. C.* and *J. C.* their Heirs, Executors, Administrators and Assigns, and all and every other Person and Persons, having or lawfully claiming any Estate, Right, Title or Interest, of, in, to or out of the said Premises hereby bargained, sold, released, assigned or transferred, or any Part or Parcel thereof, shall and will, upon the reasonable Request of the said *S. M.* his Heirs, Executors, Administrators or Assigns, make, do and execute, or cause or procure to be made, done and executed, all and every such further and other Act and Acts, Thing and Things, Conveyances and Assurances in the Law whatsoever, for the further, better and more absolute conveying and assuring all and singular the said hereby bargained, released or assigned Premises, with their and every of their Appurtenances, unto the said *S. M.* his Heirs, Executors, Administrators and Assigns, according to the Form, and the true intent and Meaning of these Presents, as by the said *S. M.* his Executors, Administrators or Assigns, or his or their Counsel learned in the Law shall be reasonably devised, advised or required: **And** lastly, the said *S. M.* for himself, his Executors, Administrators and Assigns, doth hereby covenant, promise and agree, to and with the said *J. C.* his Heirs, Executors and Administrators, by these Presents, that until Default shall happen to be made, of or in Payment of the said Sum of, *£c.* and the Interest thereof, or some part thereof, he the said *J. C.* his Heirs, Executors, Administrators and Assigns, shall or may peaceably and quietly have, hold, use, occupy, possess and enjoy the said hereby bargained, released and assigned Premises, and every Part and Parcel thereof, and accept and take the Rents, Issues and Profits thereof, to his and their own proper Use and Behoof, without any Account to be made or given to the said *S. M.* his Executors, Administrators or Assigns, for or concerning the same **In Witness, &c.**

Lease for a Year between H. C. the Husband, of the one Part, and R. C. of the other Part.

The Indenture of Grant and Release by Way of Mortgage, with a Covenant to levy a Fine, and other special Covenants.

THIS Indenture made, &c. Between H. C. of London, Wine-cooper, and M. his Wife, of the one Part; and R. C. Citizen and Draper of London, of the other Part; **Witnesseth**, that the said H. C. and M. his Wife, for and in Consideration of the Sum of, &c. of lawful, &c. to the said H. C. in Hand, at or before the Sealing hereof by the said R. C. well and truly paid, the Receipt whereof he the said H. C. doth hereby acknowledge, and thereof, and of and from every Part and Parcel thereof, doth acquit, exonerate and discharge the said R. C. his Heirs, Executors, and Administrators, and every of them by these Presents, and for divers other good Causes and Considerations them the said H. C. and M. his Wife hereunto moving, **Have** granted, bargained, sold, aliened, released and confirmed, and by these Presents **Do** grant, bargain, sell, alien, release and confirm unto the said R. C. (in his actual Possession now being, by Virtue of a Bargain and Sale to him thereof made by the said H. C. by Indenture, bearing Date the Day next before the Day of the Date of these Presents, for the Term of one whole Year, commencing from the Day next before the Day of the Date of the said Indenture of Bargain and Sale, and by Virtue of the Statute for transferring Uses into Possession) and to his Heirs, **All** that Messuage, House or Tenement, with the Appurtenances, (*prout* in Lease *pro Anno, usque* **To have**, &c.) and all Rent and Rents, and yearly and other Profits reserved, due and payable upon any Demise, Lease or Grant, Demises, Leases or Grants heretofore made of the Premises, or of any Part or Parcel thereof; **And** all the Estate, Right, Title, Interest, Trust, Claim and Demand whatsoever, either in Law or Equity, of them the said H. C. and M. his Wife, of, in, and to the Premises, and every or any Part or Parcel of the same, together with all Deeds, Evidences, Escrips and Writings whatsoever, touching or concerning the Premises, or any Part or Parcel thereof; **All** which said hereby granted and released Premises were formerly Part of the Estate of Dame E. H. of the City of *Westminster*, Widow, who by her last Will and Testament devised the same, (amongst other things) to R. B. Esq; Sir R. E. Knt. Sir J. H. Barr. and J. T. Esq; her four Grand-children, of whom the same were afterwards purchased by S. C. of *Gray's Inn*, in the County of *Middlesex*, Gent. and were conveyed to him by Bargain and Sale, inrolled in the High Court of Chancery, bearing Date, &c. and the said S. C. by his last Will and Testament bequeathed the same to the said H. C. his Nephew, and to his Heirs and Assigns for ever, subject nevertheless to the Payment of his Debts and Legacies, in such Manner as by the said Will is ordered and directed; **To have and to hold** the said Messuage, House or Tenement, and all and singular other the Premises hereby granted and released, or meant, mentioned or intended to be hereby granted or released, with their and every of their Rights, Members and Appurtenances unto the said R. C. his Heirs and Assigns for ever, to the only proper Use and Behoof of the said R. C. his Heirs and Assigns for ever: **Provided** always that if the said H. C. his Heirs, Executors, Administrators or Assigns, shall, and do well and truly pay or cause to be paid unto the said R. C. his Executors, Administrators or Assigns, the full Sum of, &c. of lawful *English* Money upon, &c. next ensuing the Date hereof, at or in the Dwelling house of the said R. C. situate, &c. without any Deduction, Defalcation or Abatement to be made for or in respect of any Taxes, Charges, Assessments, Contributions, Rates, or other Matter or Thing whatsoever, ordinary or extraordinary, which now are or hereafter shall or may be laid, assessed, taxed or imposed by Authority of Parliament, or by any other Authority or Power in any wise howsoever; **That** then and from thenceforth this present Indenture, and all the Estate and Interest hereby granted and conveyed, shall cease, determine, and be absolutely void and frustrate, to all intents and Purposes: **And** the said H. C. for himself, his Heirs, Executors and Administrators, doth covenant and promise to and with the said R. C. his Executors, Administrators and Assigns, by these Presents, in Manner and Form following; (that is to say) That he the said H. C. his Heirs, Executors, Administrators and Assigns or some of them, shall and will well and truly pay or cause to be paid unto the said R. C. his Executors, Administrators or Assigns, the said Sum of, &c. and every Part and Parcel thereof, at the Day and Place herein before limited and appointed for Payment thereof, without any Deduction, Defalcation or abatement as aforesaid; **And** also shall and will in the mean Time, and until the said Sum of, &c. be fully paid and satisfied, bear, pay and discharge all such Rates, Taxes, Charges and Assessments, which shall or may be taxed, laid, rated or assessed by authority of Parliament, or otherwise howsoever, upon the said Sum of, &c.

Covenant of Grant and Release Consideration.

Recital of the Bargain and Sale.

Habendum to the Use of the Releasee in Fee.

Proviso, to be void on Payment of a Sum of Money.

Covenant for Payment of the Money.

Covenant to pay all Taxes till Payment.

- of, &c. or any Interest hereafter to grow due for the same, or any Part thereof, or upon the said R. C. his Executors, Administrators or Assigns, for or in respect thereof, or any Part thereof, or otherwise shall and will well and sufficiently save, defend, keep harmless, and indemnified the said R. C. his Heirs, Executors, Administrators and Assigns, of, from and against the same, and all Penalties, Forfeitures and Damages, that shall or may arise, happen or be incurred for or by reason of the Non-payment thereof; **And** that the said H. C. at the Time of the Sealing and Delivery of these Presents, is the sole, true and lawful Owner and Proprietor of the said Messuage, House or Tenement, and Premises, hereby granted and released, or meant, mentioned or intended to be hereby granted and released, and every Part and Parcel thereof, and solely, lawfully and rightfully seised thereof, and of every Part and Parcel thereof, of a good, pure, absolute and indefeasible Estate of Inheritance in Fee-simple, without any Condition, Proviso or Limitation of Use or Uses, or other Restraint, Matter or Thing whatsoever, to determine, alter, change or defeat the same: **And** that he the said H. C. and the said M. his Wife, or one of them, now have or hath good Right or Title to grant and release all and singular the Premises herein before mentioned or intended to be hereby granted or released with their and every of their Rights, Members and Appurtenances, unto the said R. C. his Heirs and Assigns, in Manner and Form aforesaid: **And further**, that if Default shall happen to be made of or in Payment of the said Money herein before covenanted to be paid, or of any Part thereof, that then and from thenceforth it shall and may be lawful to and for the said R. C. his Heirs and Assigns, into and upon all and singular the Premises, with their and every of their Rights, Members and Appurtenances, to enter, and the same from thenceforth peaceably and quietly to have, hold and enjoy, and the Rents, Issues and Profits thereof to receive and take, without any Let, Trouble, Hindrance, Eviction, Expulsion or Interruption, of or by the said H. C. his Heirs or Assigns, or any other Person or Persons whatsoever: **And** that free and clear, and freely and clearly acquitted, exonerated and discharged, or otherwise by the said H. C. his Heirs, Executors, Administrators and Assigns, or some of them, from Time to Time well and sufficiently saved, kept harmless and indemnified of and from all and all Manner of former and other Bargains and Sales, Gifts, Grants, Jointures, Dowers, Intails, Leases, Mortgages, Estates, Titles, Troubles, Debts, Legacies, Charges and Incumbrances whatsoever: **And likewise**, that he the said H. C. and the said M. his Wife, shall and will at the Costs and Charges of the said H. C. before the end of *Michaelmas* Term next, acknowledge and levy in due Form of Law in his Majesty's Court of Common Pleas at *Westminster*, one Fine *Sur Conuzance de Droit come ceo*, &c. to be ingrossed, recorded and sued forth with Proclamations, according to the Laws and Statutes of *England* in such Case made and provided, and according to the usual Course of Fines, in such Case used and accustomed, unto the said R. C. and his Heirs, of all that the said Messuage, House or Tenement, and all and singular other the Premises herein before mentioned or intended to be hereby granted and released, with their and every of their Rights, Members and Appurtenances, by such Name and Names, and such other Descriptions as shall be thought requisite or needful in that Behalf: **And** that the said R. C. his Heirs and Assigns, and all and every other Person or Persons having or lawfully claiming any Estate, right, Title or Interest, of, in, to or out of the said hereby granted and released Premises, or any Part or Parcel thereof, shall and will at any Time after Breach or Default shall happen to be made of or in Payment of the Money herein before covenanted to be paid, or any Part thereof, upon the reasonable Request of the said R. C. his Heirs or Assigns, at the proper Costs and Charges in the Law of him the said R. C. his Heirs, Executors or Administrators, make, do, acknowledge, levy, suffer and execute all and every such further and other Act and Acts, Thing and Things, Devises and Assurances in the Law whatsoever, for the better and more sure and absolute conveying and assuring of all and singular the same Premises, with their and every of their Rights, Members and Appurtenances unto the said R. C. his Heirs and Assigns, according to the true Intent and Meaning of these Presents, as by the said R. C. his Heirs or Assigns, or his or their Counsel learned in the Law shall be reasonably devised, advised or required: **And** it is hereby covenanted, declared and agreed by and between all the said Parties to these Presents, that the said Fine so as aforesaid, or in any other Manner to be acknowledged or levied, and all and every other Fine or Fines, Recoveries, Conveyances and Assurances, of or concerning the Premises, or any Part thereof, had, made or suffered, or to be had, made or suffered, by and between the said Parties to these Presents, or any or them, and the Force and Execution of the same, shall be and enure, and shall be adjudged, construed, deemed and taken to be and enure, to the only proper Use and Behoof of the said R. C. his Heirs and Assigns for ever, subject nevertheless to the Proviso or Condition of Redemption herein above mentioned and expressed: **And** the said R. C. for himself, his Heirs and Assigns, doth covenant and promise, to and with the said H. C. his Heirs and Assigns, by these Presents, that until Default shall happen to be made, of or in Payment of the said Sum of, &c. herein before covenanted to be paid, or some Part thereof, the said R. C. his Heirs and Assigns, shall
- Covenant that the Grantor is lawfully possessed of the Premises;
- and hath full Power to grant, &c.
- Covenant for the Grantee to enter upon Failure of Payment.
- Covenant that the Premises are free from Incumbrances.
- Covenant to levy a Fine of all the Premises, to the Use of the Grantee.
- Covenant in Default of Payment to make such further Assurance as Counsel shall advise.
- Covenant declaring the Uses of the Fine.
- Covenant that the Grantor shall enjoy, &c. till Default of Payment.

shall and will permit and suffer the said *H. C.* his Heirs or Assigns, peaceably and quietly to hold and enjoy the said Messuage or Tenement, and all and singular other the Premises hereby granted or released, or meant, mentioned or intended to be hereby granted or released, with their and every of their Rights, Members and Appurtenances, and to receive, take and enjoy to his and their own Use, the Rents, Issues and Profits thereof, without any lawful Let, Suit, Hindrance or Interruption, of or by him the said *R. C.* his Heirs or Assigns, and without any Account to be made or given to the said *R. C.* his Heirs or Assigns, for or concerning the same. **In Witness, &c.**

Bargain and Sale of the fourth Part of a Farm, Lands, &c. for five hundred Years, by way of Mortgage.

◦ **THIS Indenture**, made, &c. **Between** *J. G.* of *London*, Merchant, of the one Part, *S. S.* of *London*, Grocer, on the other Part, **Witnesseth**, that the said *J. G.* as well for and in Consideration of the Sum of, &c. to him at or before the Sealing and Delivery hereof by the said *S. S.* well and truly paid, the Receipt whereof the said *J. G.* doth hereby acknowledge, and thereof and of every Part thereof, doth acquit, release and discharge the said *S. S.* his Heirs, Executors and Administrators for ever, by these Presents, as for divers other Considerations him thereunto moving, **hath** granted, bargained, sold, demised and to Farm letten, and by these Presents doth grant, bargain, sell, demise and to Farm let, unto the said *S. S.* one full fourth Part, (the whole in four equal Parts to be divided), of a Farm commonly called or known by the Name of, &c. lying and being, &c. now or late in the Tenure or Occupation of, &c. and also one full fourth Part (the whole into four Parts to be divided) of all the Lands, Tenements and Hereditaments, late the Estate of, &c. Gent. deceased, situate, lying and being, &c. which said Lands, Tenements and Hereditaments now are, or late were, in the Tenure or Occupation of, &c. and also one full fourth Part of all the Messuages, Houses, Out-houses, Edifices, Buildings, Yards, Gardens, Orchards, Woods, Lands, Meadows, Pastures, Ways, Waters, Profits, Commodities, Advantages and Appurtenances whatsoever, to the said Farm, Lands, Tenements and Hereditaments, or any of them belonging, or in any wise appertaining, or accepted, reputed or taken as Part, Parcel or Member thereof, or any Part thereof, and also one full fourth Part, (the Whole into four equal Parts to be divided), of all other the Freehold Lands, Tenements and Hereditaments late of, &c. or of the said *J. G.* situate, lying and being, &c. or in any other Parish or Places in the Realm of *Great Britain*, (which said fourth Part of all and singular the said Lands, Tenements, Hereditaments and Premises, by Indentures of Lease and Release, the Lease bearing Date, &c. and the Release, &c. now last past, was conveyed by *E. H.* of, &c. Gent. in pursuance of the last Will and Testament of, &c. bearing Date, &c. and of a Decree in the High Court of *Chancery* made, &c. and for other Considerations therein mentioned unto *L. G.* the Wife of the said *J. G.* and one of the four Daughters of, &c. deceased, and to her Heirs and Assigns for ever, who in *Hilary* Term last, together with the said *J. G.* levied two several Fines of the said fourth Part of all and singular the Premises, unto *B. L.* of, &c. Gent. which said Fines by two several Indentures bearing Date, &c. are declared to be to the Use of the said *J. G.* his Heirs and Assigns for ever, and for no other Use, Intent or Purpose whatsoever), and all the Estate, Right, Title, Interest, Claim and Demand whatsoever of him the said *J. G.* of, in or unto the said fourth Part of all and singular the Premises herein before mentioned or intended to be hereby granted, bargained, sold or demised, and every or any Part or Parcel thereof, and the Reversion and Reversions, Remainder and Remainders, Rents, Issues and Profits of the said fourth Part of all and singular the Premises, together with all Deeds, Evidences and Writings touching or concerning the same, or any Part thereof; **To have and to hold** the said fourth Part of the said Messuage, Lands, Tenements and Hereditaments, and all and singular other the Premises herein before mentioned or intended to be hereby granted or demised, with their and every of their Rights, Members and Appurtenances, unto the said *S. S.* his Executors, Administrators and Assigns, from henceforth, for and during and unto the full End and Term of five hundred Years, from thence next ensuing and fully to be compleat and ended, without Impeachment of or for any Manner of Waste, **yielding and paying** therefore yearly and every Year, for and during the said Term of 500 Years, unto the said *J. G.* his Executors, Administrators and Assigns, or some of them, at or upon the Feast-Day of the Nativity of *St. John* the Baptist, the Rent of a Pepper-corn only, if the same shall be lawfully demanded: **Provided always**, and it is hereby conditioned, granted, covenanted and agreed, by and between the said Parties to these Presents, **That** if the said *J. G.* his Heirs, Executors, Administrators or Assigns, or any of them, shall and do well and truly pay or cause to be paid unto the said *S. S.* Mortgage-Money.

Covenant for
Payment of
the Money.

Covenant that
the Mortga-
gor is law-
fully possessed
of the Pre-
misses, of an
Estate in Fee-
simple,
and hath full
Power to bar-
gain and sell
the same.

Covenant that
if Default be
made in Pay-
ment of the
said Sum, the
Mortgagee
may enter and
enjoy the Pre-
misses,

and that the
Premises are
free from all
Incumbrances

and of a cer-
tain yearly
Value, &c.

Covenant to
deliver all
Writings, &c.
relating to the
Title of the
Premises, in
case of De-
fault of Pay-
ment.

S. S. his Executors, Administrators or Assigns, at or in the now Dwelling-house of the said S. S. situate, &c. the full Sum of, &c. of lawful, &c. in Manner and Form following (that is to say) The Sum of, &c. Part thereof, on, &c. next ensuing the Date of these Presents, and the further Sum of, &c. Residue thereof, on, &c. without any Manner of Deduction, Defalcation or Abatement, for or in Respect of any Taxes, Rates, Payments, Assessments or Duties whatsoever, ordinary or extraordinary, by Act of Parliament or otherwise howsoever; that then and from and immediately after such Payment made, this present Indenture, and the Term and Estate hereby made and granted, and all and singular the Covenants, Grants, Articles and Agreements herein contained, shall cease, determine and become void, frustrate, and of none Effect, to all Intents and Purposes: **And** the said J. G. for himself, his Heirs, Executors, Administrators and Assigns, and for every of them, doth covenant, promise and grant, to and with the said S. S. his Executors, Administrators and Assigns, and every of them, by these Presents, **That** he the said J. G. his Executors, Administrators and Assigns, or some of them, shall and will, without any Deduction, Defalcation or Abatement, as aforesaid, pay or cause to be paid unto the said S. S. his Executors, Administrators or Assigns, the said full Sum of, &c. of lawful, &c. at such Days and Times, and in such Manner, as are before mentioned and expressed in the said Proviso or Condition for Payment thereof: **And** the said J. G. for himself, his Heirs, Executors, Administrators and Assigns, and for every of them, doth further covenant, promise and grant, to and with the said S. S. his Executors, Administrators and Assigns, by these Presents, in Manner and Form following (that is to say) That he the said J. G. at the Time of the Sealing and Delivery of these Presents is the sole, true and lawful Owner and Proprietor of the said fourth Part of all the said Messuages, Lands, Tenements and Hereditaments, and Premises hereby granted or demised, or mentioned or intended to be hereby granted or demised, and of every Part and Parcel thereof, with the Appurtenances, and is solely, lawfully and rightfully, and absolutely seised thereof, and of every Part and Parcel thereof, of a good, pure, absolute and indefeasible Estate of Inheritance in Fee-simple, without any Manner of Condition, Contingency, Proviso or Limitation of Use and Uses, or other Restraint, Matter or Thing to determine, alter or change the same, and hath good Right, and lawful and absolute Power and Authority in himself, to grant, bargain, sell and demise the said fourth Part of all and singular other the said Messuages, Lands, Tenements and Hereditaments, and all and singular other the Premises hereby granted or demised, and every Part and Parcel thereof, with their and every of their Appurtenances, unto the said S. S. his Executors, Administrators and Assigns, for and during all the said Term of 500 Years, and in Manner and Form aforesaid: **And further**, that if Default shall happen to be made of or in Payment of the said Monies herein before covenanted or agreed to be paid to the said S. S. his Executors, Administrators or Assigns, or of any Part thereof, at any of the Times herein before limited for Payment thereof, it shall and may be lawful to and for the said S. S. his Heirs, Executors, Administrators and Assigns into all and singular the Premises herein before mentioned or intended to be hereby granted or demised, and every Part and Parcel thereof, to enter, and the same from thenceforth for and during all the Rest and Residue of the said Term aforesaid, which shall be then to come and unexpired, peaceably and quietly to hold and enjoy, and all the Rents, Revenues, Issues and Profits thereof, and of every Part and Parcel thereof, to have, receive and take, to his and their own proper Use and Behoof, without any Manner of Denial, Let, Suit, Hindrance, Interruption, Eviction or Ejection, of or by the said J. G. his Heirs, Executors, Administrators or Assigns, or any other Person or Persons whatsoever; **And** that free and clear, and freely and clearly acquitted and discharged, or otherwise by the said J. G. his Heirs, Executors and Administrators, or some of them, from Time to Time, well and sufficiently saved, kept harmless and indemnified of and from all and all Manner of former and other Grants, Bargains, Sales, Leases, Assignments, Estates, Mortgages, Jointures, Dowers, Intails, Titles, Rents, Arrearages of Rents, Judgments, Statutes, Recognizances, Troubles, Charges and Incumbrances whatsoever; **And likewise**, that if any Default shall happen to be made of or in Payment of the said Monies herein before covenanted to be paid, or any Part thereof, that then and from thenceforth the said fourth Part of the said Messuages, Lands, Tenements and Hereditaments and other the Premises hereby granted or demised, or mentioned or intended to be hereby granted or demised, shall be and remain unto the said S. S. his Executors, Administrators and Assigns, of the full and clear yearly Value of, &c. over and above all Charges and Reprizes issuing and going out of the same: **And** that in case any such Default of Payment shall be made as aforesaid, the said E. H. of, &c. Gent. in whose Hands all the antient Deeds, Evidences and other Writings relating to and making out the Title of the said, &c. deceased, to all and singular the Lands, Tenements and Hereditaments before mentioned, are left and deposited in Trust, and for the joint and equal Use, Benefit and Behoof of all Parties concerned and interested, or who may be concerned and interested in the said Lands, Tenements and Hereditaments, late the Estate of the said, &c. deceased, or any Part thereof, and the Execu-

tors and Administrators of the said *E. H.* and all other Person or Persons, to whose Hands the said Deeds, Evidences and Writings, or any Part of them shall hereafter come, shall and will from Time to Time, and at all Times after any such Default, upon the reasonable Request of the said *S. S.* his Executors, Administrators or Assigns, shew forth and deliver, or cause to be shewed forth and delivered unto the said *S. S.* his Executors, Administrators or Assigns, or to his or their Counsel or Attornies, to be pleaded or given in Evidence as Occasion shall require, for the necessary Maintenance and Defence of the Estate, Title and Interest of him the said *S. S.* his Executors, Administrators and Assigns, of, in and to the said hereby granted or assigned Premises, every or any Part thereof, and for the recovering or receiving the Rents, Issues and Profits thereof, or any Part thereof, the same from Time to Time, and after the necessary Use shall be made thereof, to be re-delivered upon like reasonable Request, safe, whole and uncanceled, unto the said *E. H.* his Executors or Administrators, or such other Person or Persons, by whom the same shall be so delivered out as aforesaid: **And moreover,** that if any such Default shall happen to be made of or in Payment of the said Money herein before covenanted and agreed to be paid, or any Part thereof, that then and at any Time after, he the said *J. G.* his Heirs and Assigns, and all and every other Person and Persons, any Estate having or lawfully claiming, of, in, to or out of the said fourth Part of the said Messuages, Lands, Tenements and Hereditaments, and all and singular other the Premises herein before mentioned or intended to be hereby granted or demised, or any Part or Parcel thereof, shall and will at the reasonable Request, and at the proper Costs and Charges in the Law of the said *S. S.* his Executors, Administrators and Assigns, make and do all such further Act and Acts, Thing and Things, Conveyances and Assurances in the Law whatsoever, for the further, better and more perfect assuring and conveying of all and singular the Premises, with the Appurtenances, unto the said *S. S.* his Executors, Administrators or Assigns, for or during the Remainder of the said Term, which shall be then to come and unexpired, as by the said *S. S.* his Executors, Administrators or Assigns, or his or their Counsel learned in the Law shall be reasonably devised, advised or required: **And** the said *S. S.* for himself, his Heirs, Executors and Administrators, doth covenant, promise and agree, to and with the said *J. G.* his Heirs and Assigns, by these Presents, **That** until Default shall happen to be made by the said *J. G.* his Executors, Administrators or Assigns, of or in Payment of the said several Sums of Money herein before covenanted to be paid, or some Part thereof, he the said *S. S.* his Executors, Administrators and Assigns, shall and will permit and suffer the said *J. G.* his Heirs and Assigns, to receive and take all the Rents and Profits of the Premises, without any Account to be made or given to him the said *S. S.* his Executors, Administrators or Assigns, for or concerning the same. **In Witness, &c.**

Covenant to make further Assurance in case of Default of Payment, &c.

Covenant that the Mortgagor shall enjoy till Default of Payment.

Indenture of Release and Confirmation of a Mortgage, by way of Security for a further Sum of Money, with very special Covenants.

THIS Indenture made, &c. Between *T. F.* of, &c. Gent. on the one Part, and *R. G.* of, &c. Oilman, on the other Part: **Whereas** by Indenture of Demise or Mortgage, bearing Date, &c. made between *M. R.* of, &c. Widow, Relict of *R. R.* late of, &c. Esq; deceased, and *H. R.* of, &c. Gent. Son and Heir of the said *R. R.* of the one Part, and the said *R. C.* on the other Part, for the Considerations therein mentioned, the said *M. R.* and *H. R.* or one of them, did demise and grant to the said *R. C.* **All** that their or one of their Messuage and Farm, called by the Name of, &c. otherwise, &c. or by what other Name or Names the same is called or known, situate, &c. and all the Outhouses, Orchards, Gardens, Lands, Meadows, Pastures, Marsh-Grounds, Lots, Doles, Freeman's Acres, Dyke-Roes, Land-Glasses and Pingle-Lakes, to the same belonging, or in any wise appertaining, **And** all those several Parcels of arable Land, containing in the whole, &c. be the same more or less, being Part of four Fullands, disperdely lying, &c. **And also** all those several Pieces of Pasture, Marsh or Fen-ground, containing, &c. lying, &c. and all that Piece of Pasture, Marsh or Fen-ground, containing, &c. lying, &c. and all that Water and Fishing called, &c. to the said Farm belonging or appertaining, with their and every of their Rights, Members and Appurtenances, and the Reversion and Reversions, Remainder and Remainders thereof; **To hold** to the said *R. C.* his Executors, Administrators and Assigns, from the Day of the Date of the same Indenture, for the Term of 500 Years, without Impeachment of Waste, at a Pepper-corn *per Ann.* under a Proviso nevertheless to be void on Payment of the Sum of, &c. by the said *M. R.* her Heirs or Assigns to the said *R. C.* his Executors, Administrators or Assigns, at the Days and Places in the said Proviso mentioned and appointed for that Purpose: **And whereas** by Indenture bearing Date, &c. made between the said *M. R.* and *H. R.* on the one Part, and the said *R. C.* on the other Part, the said *M. R.* by the Consent of the said *H.* for the Considerations therein mentioned, did release and confirm all and singular the aforesaid Messuages, Farm, Lands, Tenements and Hereditaments, with their and every of their Appurtenances unto the said *R. C.* his Executors, Administrators

Recital of an Indenture of Mortgage.

Premises.

Habendum for the Term of 500 Years, with a Proviso to be void upon Payment of the Mortgage Money. Recital of an Indenture of Release and Confirmation

tors

of the Premises, with a Covenant to deliver up and assign the said first Indenture upon Payment, &c.

Recital that the Money being paid the Estate of the Mortgage became absolute; but subject to Equity of Redemption. Recital of Indentures of Lease and Release whereby the Mortgagee conveyed the Freehold, &c.

Covenant of Release and Confirmation of all the Premises.

Habendum for the Remainder of the said Term of 500 Years.

Proviso that the Releasee shall surrender all his Estate, &c. in the Premises upon the Payment of a Sum of Money.

Covenant for Payment of the said Sum.

tors and Assigns, for all the Residue of the said Term of 500 Years then to come and unexpired, freed and discharged from the Proviso contained in the said first recited Indenture, under a Covenant or Agreement nevertheless, on the Part of the said R. C. that if the said M. R. her Heirs or Assigns should pay to the said R. C. his Executors, Administrators or Assigns, the Sum of, &c. at the Days and Place therein mentioned, he the said R. C. his Executors, Administrators or Assigns, would deliver up the said first recited Indenture to be cancelled, or otherwise assign his Interest in the Premises, to such Person or Persons as the said M. R. her Heirs or Assigns, should direct or appoint, as by the said two recited Indentures, Relation being thereto respectively had, may more fully appear: **And whereas** the said Sum of, &c. was not paid according to the Intention of the said last recited Indenture, whereby the Estate and Interest of the said R. C. of and in the Premises, became absolute in the Law, of all the Remainder of the said Term of 500 Years, **Subject nevertheless** in Equity, to be redeemed by the said M. R. in whom the Inheritance and Fee-simple of the Premises was legally vested, by virtue of a Feoffment duly executed by Livery and Seisin, bearing Date, &c. made to her of the Premises amongst other Things by the said H. R. **And whereas** the said M. R. by Indentures of Lease and Release, the Lease bearing Date, &c. and the Release, &c. for the Considerations therein mentioned, did absolutely convey the Freehold and Inheritance of the said mortgaged Premises, and all her Right and Title thereunto, either in Law or Equity, unto the said T. F. his Heirs and Assigns, subject to the aforesaid Mortgage, and to an Annuity of, &c. payable, &c. during his natural Life: **And whereas** the said T. F. did some Time since, pay to the said R. C. the Sum of, &c. in Part of the principal Money due upon the said Mortgage, and hath paid and discharged all the Interest grown due to this Day, for the Remainder of the said principal Money, which the said T. F. doth hereby acknowledge to be 550*l*. **And whereas** the said C. W. departed this natural Life in the Month of, &c. and was buried in the Parish of, &c. as appears by a Certificate under the Hand of, &c. of that Parish: **Now this Indenture witnesseth**, that as well for and in Consideration of the said Sum of, &c. due and owing to the said R. C. as aforesaid, as also for and in Consideration of the further Sum of, &c. of lawful, &c. by the said R. C. to the said T. F. in Hand at or before the Sealing and Delivery of these Presents, well and truly paid, the Receipt whereof the said T. F. doth hereby acknowledge, and thereof and from every Part thereof doth acquit and discharge the said R. C. his Executors and Administrators, by these Presents, he the said T. F. hath granted, released and confirmed, and by these Presents doth grant release and confirm unto the said R. C. the above mentioned Messuage, Farm, Lands, Tenements, Hereditaments, and all and singular other the Premises, in or by the said two first recited Indentures, or either of them, demised, granted, released or confirmed, or intended so to be, with their and every of their Rights, Members and Appurtenances, and all the Estate, Right, Title, Interest, Equity and Benefit of Redemption, Claim and Demand whatsoever, of him the said T. F. of, in, or to the same, or any Part or Parcel thereof; **To have and to hold** all and singular the Premises herein before mentioned or intended to be hereby granted, released or confirmed, with their and every of their Rights, Members and Appurtenances unto the said R. C. his Executors, Administrators and Assigns, from henceforth, for and during all the Rest and Residue of the said Term of, &c. by the said first recited Indenture granted yet to come and unexpired, freed and discharged of and from all Manner of former and other Provisoes, Conditions, Covenants and Agreements whatsoever, for the Redemption of the Premises, or any Part thereof in any wise howsoever: **Provided always**, and the said R. C. for himself, his Executors, Administrators and Assigns, doth hereby covenant and agree to and with the said T. F. his Heirs and Assigns, that if he or they do well and truly pay or cause to be paid unto the said R. C. his Executors, Administrators or Assigns, the full and just Sum of, &c. of lawful, &c. on, &c. next ensuing the Date hereof, at or in the Dwelling-house of the said R. C. situate, &c. without Deduction or Abatement, for Taxes or otherwise howsoever: Then he the said R. C. his Executors, Administrators and Assigns shall and will, upon or at any Time after such Payment duly made, at the Request, Cost and Charges of the said T. F. his Heirs or Assigns, surrender and release to him or them the said first recited Indenture of Demise, and all and singular the Premises thereby granted, and all the Estate, Right, Title, Interest, Claim and Demand whatsoever, of him the said R. C. his Executors, Administrators or Assigns, of, in, or to the same by virtue of the said recited Indenture of Demise, or the said recited Indenture of Release and Confirmation, or of this present Indenture, or otherwise howsoever: **And** the said T. F. for himself, his Heirs, Executors, and Administrators, and for every of them doth covenant, promise and agree to and with the said R. C. his Executors, Administrators and Assigns, by these Presents, that he the said T. F. his Heirs, Executors, Administrators and Assigns, or some of them, shall and will well and truly pay or cause to be paid unto the said R. C. his Executors, Administrators or Assigns, the said Sum of, &c. of lawful, &c. on, &c. next ensuing the Date hereof,

hereof, at or in the Dwelling-house of the said R. C. situate as aforesaid, without any Deduction or Abatement whatsoever. And that in case any Default shall happen to be made, of or in Payment of the said Sum of, &c. on the Day, and in Manner and Form aforesaid, he the said T. F. his Heirs and Assigns, and all other Person and Persons, having or lawfully claiming any Estate or Interest, of, in, to or out of the said mortgaged Premises, or any Part or Parcel thereof, shall and will upon the Request, and at the Costs and Charges of the said R. C. his Executors, Administrators or Assigns, from Time to Time and at all Times thereafter, make do and execute, or cause or procure to be made, done and executed, all and every such further and other Acts, Conveyances and Assurances in the Law whatsoever, for the further, better and more absolute Conveying and Assuring the said Messuage, Farm, Lands, Tenements and Hereditaments, and all and singular other the Premises, with the Appurtenances, unto the said R. C. his Executors, Administrators and Assigns, for and during all the Rest and Residue of the said Term of five hundred Years, which shall be then to come and unexpired, as by the said R. C. his Executors, Administrators or Assigns, or his or their Counsel learned in the Law, shall be reasonably devised, advised or required. And lastly, the said R. C. for himself, his Executors, Administrators and Assigns, doth hereby covenant, promise and agree, to and with the said T. F. his Heirs and Assigns, that until Default shall happen to be made in Payment of the said Sum of, &c. of lawful, &c. or some Part thereof, he the said T. F. his Heirs and Assigns, shall and may peaceably and quietly have, hold, use, occupy, possess and enjoy the said Messuage, Farm, Lands, Tenements and Hereditaments, and all and singular other the Premises, with their and every of their Appurtenances, without the lawful Let, Suit, Trouble, Denial, Eviction, Ejection or Interruption of or by the said R. C. his Executors, Administrators or Assigns, or any other Person or Persons whatsoever, lawfully claiming or to claim, by, from or under him or them or any of them, in any wise howsoever. In Witness whereof, &c.

Covenant in
Default of
Payment to
make further
Assurance.

Covenant for
quiet Enjoy-
ment till De-
fault of Pay-
ment.

A Lease for a Year.

THIS Indenture made, &c. Between A. W. of, &c. Woollen-Draper, eldest Son of, &c. of the one Part, and R. P. of, &c. Woollen-Draper, of the other Part, Witnesseth, that for and in Consideration of the Sum of five Pounds of lawful, &c. by the said R. P. to the said A. W. in Hand paid, at and before the Sealing and Delivery of these Presents, the Receipt whereof is hereby acknowledged, and for divers other good Causes and Considerations him hereunto moving, hath bargained and sold, and by these Presents Doth bargain and sell unto the said R. P. All that Messuage, Tenement and Farm-house, commonly called or known by the Name of, &c. or by what other Name or Names the same is called or known, with the Barns, Stables, Out-houses, Orchards, Gardens, Yards, Meadows, Lands, Tenements, Pastures, Feedings, Commons, Woods, Coppices, Ways, Waters, Liberties, Privileges, Easements, Commodities, Emoluments and Hereditaments whatsoever, thereunto belonging or in any wise appertaining, or accepted, reputed, taken or known, used, enjoyed, held, occupied, leased or demised, as Part, Parcel, or Member of the same; And also all those several Pieces or Parcels of Arable, Meadow and Pasture Ground thereunto belonging, containing in the whole by Estimation, &c. be the same more or less, with their and every of their Appurtenances, all which said Premises are situate, lying or being in or near, &c. and now or late in the Tenure or Occupation of, &c. or one of them, their or one of their Under-tenants or Assigns; And also all other the Messuages, Lands, Tenements and Hereditaments of him the said A. W. Jun. or whereof or wherein he hath any Estate of Inheritance, or other Interest in Possession, Reversion or Remainder, with their and every of their Appurtenances, situate, lying or being, &c. And the Reversion and Reversions, Remainder and Remainders, Rents, Issues and Profits of all and singular the said Premises, and of every Part thereof; To have and to hold the said Messuage or Tenement, or Farm house, Pieces or Parcels of Ground, Lands, Tenements and Hereditaments, and all and singular the Premises herein before mentioned, or intended to be hereby bargained and sold, with their Appurtenances, unto the said R. P. his Executors, Administrators and Assigns, from the Day next before the Day of the Date of these Presents, for and during and unto the full End and Term of one whole Year, from thence next ensuing, and fully to be compleat and ended: Yielding and paying therefore unto the said A. W. Jun. his Heirs or Assigns, the Rent of one Pepper-Corn only on the last Day of the said Term, (if the same shall be demanded), to the Intent and Purpose that by Force and Virtue of this present Bargain and Sale, and of the Statute of transferring Uses into Possession, the said R. P. may be in the actual Possession of the Premises, and thereby enabled to accept and take a Grant and Release of the Reversion and Inheritance thereof to him, his Heirs and Assigns, by Indenture intended to be made between the said A. W. Jun. of the

Considera-
tion.

Premises.

Habendum.

Reddendum.

one Part, and the said R. P. of the other Part; and to bear Date the Day next after the Day of the Date of these Presents. **In Witness, &c.**

The Release by way of Mortgage.

THIS Indenture made, &c. **Between** A. W. Jun. of, &c. Woollen-draper, Eldest Son of, &c. of the one Part, and R. P. of, &c. Woollen-draper, of the other Part.

Whereas the said A. W. by his Bond or Obligation duly executed, bearing even Date with these Presents, stands bound to the said R. P. in the Sum of, &c. conditioned for the Payment of the Sum of, &c. with lawful Interest for the same, on, &c. next ensuing the Date of these Presents: **Now this Indenture witnesseth**, that the said A. W. the younger, in Consideration of the said Debt or Sum of, &c. and for better securing the Payment thereof with Interest to the said R. P. his Executors, Administrators or Assigns, according to the Condition of the said Bond; **And also** in Consideration of the further Sum of five Shillings to him the said A. W. Jun. by the said R. P. at or before the Sealing and Delivery of these Presents likewise well and truly paid, the Receipt whereof is hereby acknowledged, **Hath** granted, bargained, sold, released and confirmed, and by these Presents **Doth** grant, bargain, sell, release and confirm unto the said R. P. (in his actual Possession now being, by Virtue of a Bargain and Sale to him made by Indenture, bearing Date the Day next before the Day of the Date of these Presents, for the Term of one Year, commencing from the Day next before the Day of the Date of the same Indenture, in Consideration of five Shillings paid by the said R. P. to the said A. W. the younger, and of the Statute for transferring Uses into Possession) and to his Heirs and Assigns, all that &c. and all the Estate, Right, Title, Interest, Use, Trust, Possession, Benefit, Property, Claim and Demand whatsoever of him the said A. W. the younger, of, in, to or out of the same, or any Part or Parcel thereof, in any wise howsoever; **To have and to hold** the said Messuage or Tenement, or Farm-House, Pieces or Parcels of Ground, and all and singular other the Premises herein before mentioned, or intended to be hereby granted and released, with their and every of their Rights, Members and Appurtenances, unto the said R. P. his Heirs and Assigns, to the only proper Use and Behoof of the said R. P. his Heirs and Assigns for ever. **Provided nevertheless**, and it is the true Intent and Meaning of the said Parties and of these Presents, that if the said A. W. the younger, his Heirs, Executors, Administrators or Assigns, do and shall well and truly pay, or cause to be paid, unto the said R. P. his Executors, Administrators, or Assigns, the said full Sum of, &c. of good, &c. with lawful Interest for the same, on, &c. next ensuing the Date of these Presents, according to the Condition of the said recited Bond, without any Deduction, Defalcation or Abatement whatsoever, for or by Reason of any Manner of Taxes, Rates, Duties, Assessments, Impositions or Charges whatsoever, ordinary or extraordinary, laid, rated or assessed, or to be laid, rated or assessed by Authority of Parliament of otherwise howsoever; **Then** this present Indenture, and the Grant and Release hereby made, and every Claim, Article and Thing herein contained, and also the said Bond, shall cease, determine, and become and be absolutely void and of none Effect; **And** the said A. W. Jun. for himself, his Heirs, Executors, Administrators and Assigns, doth hereby covenant, promise and agree, to and with the said R. P. his Executors, Administrators and Assigns, in Manner and Form following, (that is to say) That he the said A. W. Jun. his Heirs, Executors, Administrators and Assigns, or some of them, shall and will well and truly pay, or cause to be paid unto the said R. P. his Executors, Administrators or Assigns, the said Sum of, &c. with lawful Interest as aforesaid on the Day herein before limited for payment thereof, without any Deduction Defalcation or Abatement whatsoever; **And** that the said released Premises now are, and be, and at all Times from and after any Default shall happen to be made of or in Payment of the said Sum of, &c. and Interest or any Part thereof, shall be, remain and continue free and clear of and from all Manner of former and other Gifts, Grants, Mortgages, Titles, Troubles, Charges and Incumbrances whatsoever, had, made, done, committed or wittingly suffered by him the said A. W. Jun. **And also**, that at any Time or Times after such Default, he the said A. W. Jun. his Heirs and Assigns, and every other Person and Persons lawfully having or claiming any Estate or Interest, of or in the said hereby released Premises, or any Part thereof, by, from, under or in Trust for him, shall and will upon the Request, and at the Charge of the said R. P. his Heirs or Assigns, make, do, acknowledge, levy suffer and execute all such further and other Acts, Matters, Things, Devices, Conveyances and Assurances in the Law whatsoever, for the further and better conveying and assuring of the said hereby released Premises unto the said R. P. His Heirs and Assigns as aforesaid, as by him or them, or his or their Counsel learned in the Law shall be reasonably devised, advised or required. **And whereas** the said R. P. hath obtained Judgment in his Majesty's

Recital of a Bond.

Considerations of this Release.

Covenant of Release.

Habendum.

Proviso that upon Payment of the Money and Interest due on the above recited Bond, this present Indenture of Release to be void.

Covenant for Payment of the Money.

And that the Premises are free from Incumbrances.

Covenant for further Assurance.

Recital of a Judgment ob-

Majesty's Court of Common Pleas at *Westminster*, as of this present *Michaelmas* Term against the said *A. W. Jun.* for the Sum of, &c. besides Costs of Suits, as by the Records of the said Court, Relation being thereunto had, may appear. Now it is hereby declared and agreed by and between the said Parties to these Presents, that the said Judgment shall stand and remain as a further Security only for the Payment of the said Sum of, &c. and Interest, according to the Condition of the said recited Bond; and that no Execution or other Process shall issue thereupon, till after Default shall be made in Payment of the said Money, And that when and as soon as or at any Time after the said Sum of, &c. and Interest shall be fully paid and satisfied, by or out of the said hereby released Premises, or by Virtue of the said Judgment or otherwise, by the said *A. W. Jun.* his Heirs, Executors or Administrators, he the said *R. P.* his Executors or Administrators, at the Request, Costs and Charges of the said *A. W. Jun.* his Heirs, Executors, Administrators or Assigns, shall and will acknowledge Satisfaction, or execute a Warrant to acknowledge Satisfaction upon the Record of the said Judgment. And the said *A. W. Jun.* doth hereby remise, and for ever release to the said *R. P.* his Executors, Administrators and Assigns, all and all Manner of Error and Errors, Writ and Writs of Error, Defects and Omissions whatsoever, in, about, touching and concerning the said Judgment, or the Entry thereof, or any the Proceedings relating thereto in any wise howsoever. In Witness, &c.

tained on the above mentioned Bond. Covenant, that the said Judgment shall stand as a farther Security: But that no Execution shall be taken out upon it till Default of Payment, &c. Covenant to acknowledge Satisfaction when the Money is paid. Release of Errors.

Assignment of a Lease by an Administrator of a Legatee by way of Mortgage, with Consent of the Executor.

THIS Indenture made, &c. Between *E. B.* Citizen and Joiner of *London*, and *E.* his Wife, Executrix of the last Will and Testament of *R. F.* late Citizen and Cooper of *London*, deceased, on the one Part, and *R. G.* of, &c. on the other Part. Whereas the Mayor and Commonalty and Citizens of the City of *London*, Governors of the Hospitals of *Christ, Bridewell*, and *St. Thomas* the Apostle, did by Indenture of Lease bearing Date, &c. (for the Considerations therein expressed) demise unto the said *R. F.* all that Messuage or Tenement situate, &c. containing by Estimation, &c. together with all Lights, Ways, Easements, Watercourses, Commodities and Appurtenances whatsoever, thereunto belonging or appertaining; To hold to the said *R. F.* his Executors, Administrators and Assigns, from, &c. unto the full End and Term of Seventy-one Years, at the yearly Rent of, &c. payable, &c. as by the said recited Indenture of Lease, (amongst divers Covenants, Clauses, Provisions, Conditions and Agreements therein contained), Relation being thereunto had, may more fully appear: And whereas the said *R. F.* by his last Will and Testament in Writing, bearing Date, &c. proved by the abovenamed *E. B.* in the prerogative Court of *Canterbury*, gave and bequeathed to *E. B.* the Son of the said *E.* by the said *E. B.* her Husband, Party to these Presents, the said demised Messuage or Tenement, and the said recited Indenture of Lease, during all the Time and Term therein to come and unexpired: And whereas the said *E. B.* the Son being dead intestate and unmarried, Letters of Administration of all his Goods and Chattels, Rights and Credits, bearing Date, &c. have been granted by the Bishop of *London* to the said *E. B.* his Father, Party to these Presents, who is thereby legally become intitled to the said recited Indenture of Lease, and the said Premises thereby demised, for all the Residue and Remainder of the said Term: Now this Indenture witnesseth, that for and in Consideration of the Sum of, &c. of good, &c. to the said *E. B.* Party to these Presents in Hand, at or before the Sealing of these Presents, paid by the said *R. G.* and also in Consideration of five Pounds of like Money to him, and the said *E.* his Wife, or one of them, in Hand paid by the said *R. G.* the receipt of which said several Sums of Money the said *E. B.* and *E.* his Wife do hereby acknowledge, and thereof, and from every Part and Parcel thereof, do release, acquit and discharge the said *R. G.* his Executors, Administrators and Assigns, by these Presents, he the said *E. B.* by and with the Consent of the said *E.* his Wife, testified by her Signing and Sealing of these Presents, and also the said *E.* have, and each of them hath granted, bargained, sold, assigned, transferred and set over, and by these Presents do, and each of them doth grant, bargain, sell, assign, transfer and set over unto the said *R. G.* the said recited Indenture of Lease, and the said Messuage or Tenement, and all and singular other the Premises with their Appurtenances thereby demised, or meant, mentioned or intended to be demised, and all the Estate, Right, Title, Interest, Use, Trust, Property, Profit, Benefit and Claim whatsoever, of them the said *E. B.* and *E.* his Wife, and either of them, of, in, to or out of the same, or any Part thereof, in any wise howsoever; To have and to hold the said recited Indenture of Lease, and the said Messuage or Tenement, and all and singular other the Premises herein before mentioned or intended to be assigned, with their Appurtenances, unto the said *R. G.* his Executors, Administrators and Assigns, from henceforth, for and during all the Rest and Residue of the

Recital of a Lease made by the Governors of the Hospitals of *Christ, Bridewell* and *St. Thomas*. Habendum.

Lessee devises the said Lease by Will.

Administration granted.

Assignment of the said Lease by the Administrator, &c.

Habendum for the Residue of the Term.

Proviso to be
void on Pay-
ment of a Sum
of Money.

Covenant for
the Payment
of the said
Sum.

And that the
Assignors are
lawfully pos-
sessed of the
Premises.
And have
good Right,
&c. to assign
the same.

And that in
Default of
Payment, the
Assignee shall
enjoy the
Premises,
without any
Disturbance,
&c.

And free from
all Incum-
brances.

Covenant for
further Af-
surance, &c.
in case of
Failure of
Payment.
And that the
Assignors shall
enjoy, &c.
until such
Failure.

Bargain and
Sale.

said Term of Seventy-one Years, by the said recited Indenture of Lease granted, yet to come and unexpired, **Provided always**, and upon Condition nevertheless, that if the said *E. B.* his Executors, Administrators or Assigns, shall and do well and truly pay or cause to be paid unto the said *R. G.* his Executors, Administrators or Assigns, the full Sum of, &c. with lawful Interest for the same, at the Rate of, &c. at or upon, &c. next ensuing the Date hereof, without any Deduction, Defalcation or Abatement, for or in respect of Taxes, or any other Matter or Thing whatsoever, by Authority of Parliament, or otherwise howsoever, that then and from thenceforth this present Indenture, and the Estate and Interest hereby assigned, shall cease, determine, and become and be utterly void, and of none Effect. **And** the said *E. B.* for himself, his Heirs, Executors, Administrators and Assigns, doth covenant, promise and grant, to and with the said *R. G.* his Executors, Administrators and Assigns, by these Presents, that he the said *E. B.* his Executors, Administrators or Assigns, or some of them, shall and will well and truly pay or cause to be paid unto the said *R. G.* his Executors, Administrators or Assigns, the said Sum of, &c. with Interest for the same as aforesaid, at the Time herein mentioned or appointed for Payment thereof, according to the true Intent and Meaning of these Presents, without any Deduction, Defalcation or Abatement whatsoever: **And further**, that he the said *E. B.* and the said *E.* his Wife, or one of them, at the Time of the Sealing and Delivery of these Presents, is lawfully and rightfully interested in and possessed of the said recited Indenture of Lease, and the said Messuage or Tenement, and Premises, with their Appurtenances hereby demised, for and during all the Remainder of the said Term of Seventy-one Years yet to come and unexpired; **And** that they or one of them, have or hath in him, her or themselves, good Right, true Title, full Power, and lawful Authority, to grant, bargain, sell, assign, and set over the same, and every Part therefore unto the said *R. G.* his Executors, Administrators and Assigns, in Manner and Form as aforesaid; **And** that in Case the said *E. B.* his Executors, Administrators and Assigns, shall happen to make Default of or in Payment of the said Sum of, &c. and the Interest thereof at the Time above mentioned for paying of the same, that then and from thenceforth it shall and may be lawful to and for the said *R. G.* his Executors, Administrators or Assigns, peaceably and quietly to have, hold, use, occupy, possess and enjoy the said hereby assigned Premises, with their Appurtenances, and the Rents, Issues and Profits thereof, to his and their own proper Use and Behoof, to receive and take, for and during all the Remainder of the said Term of Seventy-one Years, then to come and unexpired, without any Let, Suit, Trouble, Denial, Eviction, Ejection, Molestation or Hindrance of or by them the said *E. B.* and *E.* his Wife, or either of them, or of any other Person or Persons whatsoever; **And** that free and clear, and freely and clearly acquitted, exonerated and discharged of, from and against all and all Manner of former and other Bargains, Sales, Gifts, Grants, Leases, Wills, Uses, Mortgages, Conditions, Rents, Arrearages of Rents, Assignments, Judgments, Statutes, Executions, Extents, and of and from all other Titles, Troubles, Charges and Incumbrances whatsoever, had, made committed or suffered, by the said *E. B.* and *E.* his Wife, or either of them, or of or by any other Person or Persons whatsoever; **And** that he the said *E. B.* and *E.* his Wife, and all other Persons lawfully having or claiming any Estate or Interest in the said hereby assigned Premises, shall and will at any Time after such Default, make and execute all such further Assurances of the same Premises unto the said *R. G.* his Executors, Administrators and Assigns, for all the then Residue of the said Term, as by him or them, or his or their Counsel learned in the Law, shall be reasonably desired or requested: **And** the said *R. G.* for himself, his Executors, Administrators and Assigns, doth hereby agree with the said *E. B.* his Executors, Administrators and Assigns, that until Default shall happen to be made of or in Payment of the said Sum of, &c. or the Interest thereof, it shall and may be lawful for him and them to hold and enjoy the said hereby assigned Premises, with their Appurtenances, and the Rents, Issues and Profits thereof to take and receive to his and their own Use, without any lawful Let, Suit, Trouble, Denial or Interruption of or by him the said *R. G.* his Executors, Administrators or Assigns. **In Witness, &c.**

A Mortgage of a Reversion for Years.

THIS Indenture, made, &c. **Between** the Right Honourable *H. Earl of P.* of the one Part; and *J. S.* of London, Gent. of the other Part, **Witnesseth**, that the said Earl to the Intent the Sum of a thousand Pounds may be secured and paid to the said *J. S.* according to the true Intent and Meaning of these Presents hereafter mentioned, and for divers good Causes and valuable Considerations him the said Earl thereunto moving, **Doth** bargain and sold, and by these Presents **Doth** bargain and sell unto the said *J. S.* and his Assigns, **All** that the Manor of, &c. in the County of, &c. with its Rights, Members and

Appur-

Appurtenances, and all those Messuages, Lands, Tenements and Hereditaments in *T.* or *D.* and either of them, in the said County of, &c. which were heretofore demised or mentioned to be demised by the said Earl, and *E.* Countess Dowager of *P.* or either of them, to *A. B.* of the City of *London*, deceased, and all Manors, Messuages, Lands, Tenements and Hereditaments of him the said Earl, situate, lying and being in *T.* and *D.* aforesaid, or either of them, whereof or wherein the said Earl now hath, or at any Time heretofore had any Manner of Estate of Inheritance or Freehold in Possession, Reversion, Remainder or Expectancy, and the Reversion and Reversions, Remainder and Remainders of all and singular the said Premises hereby bargained and sold, or meant or intended to be hereby bargained and sold, with their and every of their Appurtenances, and all the Estate, Right, Title, Interest, Property, Claim and Demand whatsoever of him the said Earl, in and to the same; **To have and to hold** the said Manor, Lands, Tenements and Hereditaments hereby bargained and sold, or meant or intended to be hereby bargained and sold, with their and every of their Appurtenances, unto the said *J. S.* his Executors and Assigns, immediately from and after the Death of the said Earl, and *E.* Countess Dowager of *P.* Mother to the said Earl, unto the full End and Term of five hundred Years, thence next and immediately following, and fully to be compleat and ended, **yielding and paying** therefore yearly, during the said Term, the yearly Rent of one Penny, at the Feast of *St. Michael* the Archangel only, if the same be lawfully demanded. **And** the said Earl doth hereby for himself and his Heirs, covenant, promise and grant, to and with the said *J. S.* his Executors and Assigns, in Manner and Form following, (that is to say) That he the said Earl, for and notwithstanding any Act or Thing by him committed or done to the contrary, at the Time of the Enfealing and Delivery of these Presents, is and standeth seised of a good, sure and perfect Estate in Fee-simple or Fee-tail, of and in the said Manor and Premises hereby bargained, or mentioned or intended to be bargained, with their and every of their Rights, Members and Appurtenances; **And** that the said Earl for and notwithstanding any such Act or Thing as aforesaid, now hath needful Power, full Right, and lawful Authority to bargain and sell the said Manor and Premises hereby bargained, or meant or intended to be hereby bargained, with their and every of their Rights, Members and Appurtenances, unto the said *J. S.* his Executors and Assigns, in Manner and Form aforesaid; **And** that it shall and may be lawful to and for the said *J. S.* his Executors and Assigns, during the Term hereby granted, **To have and to hold**, occupy, possess and enjoy the said Manor and Premises hereby bargained, or meant or intended to be hereby bargained, with their and every of their Rights, Members and Appurtenances, without the Let, Trouble, Incumbrance or Eviction of him the said Earl, his Heirs or Assigns, or any Person or Persons claiming, or which shall or may claim, any Estate or Interest, by, from or under him, **And** that the said Manor and Premises hereby bargained, or mentioned or intended to be hereby bargained, now are and be free and clear, and shall be and continue, during the Term hereby granted, freely and clearly acquitted, exonerated and discharged, of and from all Manner of former and other Gifts, Grants, Bargains, Sales, Leases, Statutes, Judgments, Recognizances, Executions, Extents, Outlawries, Forfeitures, and of and from all other Titles, Troubles, Charges and Incumbrances whatsoever, had, made, committed, done or suffered, or to be had, done, made, committed or suffered by the said Earl, his Heirs or Assigns, or by any Person or Persons lawfully claiming, or which may lawfully claim, by, from or under him, or by or through his or their, or any of their Acts, Means, Consent or Procurement, whereby the Estate and Term hereby granted may be any ways incumbered: **And** the said Earl doth hereby covenant and grant to and with the said *J. S.* his Executors and Assigns, that he the said Earl shall and will, before the End of *Hilary* Term next ensuing the Date hereof, acknowledge and levy in due Form of Law, before his Majesty's Justices of the Court of *Common Bench*, at the Costs of the said *J. S.* one or more Fine or Fines, **Sur Conuſance de droit come ceo qu'ils ont de leur done**, and shall also suffer, or cause to be done or suffered one or more common Recovery or Recoveries, on or upon the said Manor and Premises hereby bargained, or intended to be bargained, in such Sort, and by such Names, Descriptions, Contents and Quantities, as by the said Counsel learned in the Law of the said *J. S.* shall be advised, which Fine and Fines, and Common Recovery or Recoveries, and every of them, and the Execution thereof, and all and every other Fines and Common Recoveries to be levied and suffered of the said bargained Premises, either alone or jointly with any other Lands whereunto the said Earl shall be Party or Privy, shall be and enure, and are hereby declared to be and enure, as to the Manor and Premises Uses hereby bargained, or intended to be bargained, to the Use of the said *J. S.* his Executors and Assigns, for the Term of five hundred Years, to commence as aforesaid, and hereby granted or mentioned to be granted, and for the corroborating of these Presents, and the Estate hereby granted or mentioned or intended to be granted, **Provided always**; that if the said Earl shall pay, or cause to be paid, to the said *J. S.* his Executors or Assigns, the

Habendum
from the
Death of the
Earl and his
Countess for
500 Years.

Covenant
that he is
seised in Fee,
and free from
Incumbrances.

Covenant to
levy a Fine
and Recovery.

To the Use of
the Mortga-
gee, and the
corroborating
of his Estate.
Provido to be
full void upon

Payment of the Mortgage Money.

Proviso, that if there shall be a Default of Payment, and the Heirs, Executors or Administrators of the Earl shall pay at a certain Day, after the Death of the Earl and Lady, then to be void also.

full Sum of one thousand Pounds of lawful Money of *Great Britain*, upon the, &c. Day of, &c. in the Year of our Lord, &c. at, &c. without any Abatement or Deduction, by Reason of any Matter or Thing whatsoever, that then this present Grant, Bargain and Sale, and every Clause, Article and Agreement therein contained, shall cease, determine, and be utterly void to all Intents and Purposes whatsoever. **Provided likewise**, that if the said Earl shall make Default of Payment of the said Sum of one thousand Pounds upon the, &c. and the Heirs, Executors and Administrators of the said Earl, shall pay or cause to be paid unto the said J. S. his Executors and Administrators or Assigns, upon the, &c. aforesaid, which shall come and happen first after the Death of the said Earl and Countess, the full Sum of one thousand Pounds of lawful Money of *Great Britain*, and Interest for the same, after the Rate of five Pounds *per Cent.* to be accounted from the, &c. Day of, &c. unto the, &c. Day of, &c. which shall first be and happen after the Death of the said Earl and Countess, that then this present Indenture, and every Clause, Article and Agreement herein shall be void, frustrate, and of none Effect, to all Intents and Purposes whatsoever.

In Witness, &c.

Indorsement.

An Agreement, that neither of the Provisoes shall extend to a Covenant to charge the Person of the Earl, nor any other of his Estates.

Memorandum, That it is agreed by all the Parties, at the Time of the Ensealing of these Presents, that neither of the Provisoes within mentioned shall extend to a Covenant or Agreement, to charge the Person of the said Earl, or any other of his Lands, with the Payment of the said one thousand Pounds, but only the Lands within mentioned shall be liable to the Payment thereof.

A Mortgage, &c. by Lease and Release of Freehold, Copyhold Premises, an Estate for Life, and a Legacy for securing Money lent, and Interest, &c.

Release. Parties.

Consideration.

Lease for a Year.

Parcels. *Habendum.*

Subject to Provisoes, &c. Further Consideration, &c.

Proviso, &c.

Then the Release, &c. and Surrender to be void.

A Proviso, that if Sir A.

THIS Indenture made, &c. **Between** Sir A. B. of, &c. (Son and Heir of, &c. deceased) and Dame A. B. his Wife, (Niece of—deceased) of the one Part, and the Honourable C. of, &c. D. of, &c. and E. of, &c. (the same C. D. and E. being Executors and Trustees appointed in and by the last Will and Testament of—) for the Benefit of the three Infant Children of the said—) of the other Part, **Witnesseth**, that for and in Consideration of the Sum of 6000*l.* of, &c. to the said A. in Hand well and truly lent and paid by the said C. D. and E. at or before the Sealing and Delivery of these Presents, (being Part of the Assets and Trust-Estate late of the said—) the Receipt and Payment of which said Sum of 6000*l.* the said Sir A. doth hereby acknowledge, and thereof, &c. he the said Sir A. **Doth** granted, bargained, sold, remised, released, aliened and confirmed, and by these Presents **Doth** grant, &c. unto the said C. D. and E. (in their actual, &c.) and to their Heirs and Assigns, **All** that, &c. and the Reversion, &c. and also all the Estate, &c. **To have and to hold**, &c. all and singular other the Premises hereby granted, released and conveyed, or mentioned or intended so to be, and every Part and Parcel thereof, with their and every of their Rights, Members and Appurtenances, unto the said C. D. and E. their Heirs and Assigns, to the Use and Behoof of the said C. D. and E. their Heirs and Assigns for ever; **Subject nevertheless** to the several Provisoes herein after contained concerning the same: **And this Indenture further witnesseth**, that for the better securing the Payment of the said Principal Sum of 6000*l.* and Interest for the same, unto the said C. D. and E. their Executors, Administrators and Assigns, according to the true Intent and Meaning of these Presents, the said Sir A. for himself, &c. doth covenant, &c. (*Covenant to surrender Copyhold Lands, &c.*) **Provided always**, and these Presents are upon this Condition, that if the said Sir A. his Heirs, Executors, Administrators and Assigns, or any of them, do and shall well and truly pay, or cause to be paid unto the said C. D. and E. their Executors, Administrators or Assigns, the full and just Sum of 6300*l.* of lawful Money of *Great Britain*, in Manner following; (that is to say) the Sum of 150*l.* Part thereof upon the — Day of — next ensuing the Day of the Date of these Presents, and the Sum of 6150*l.* Residue, and in full Payment and Satisfaction of the said Sum of 6300*l.* upon the — day of — which shall be in the Year, &c. both the said Payments to be made at or in the common dining Hall of *Gray's Inn*, in the County of *Middlesex*, without any Abatement, &c. that then these Presents, and every Article, Clause and Thing herein contained, and the said Surrender so covenanted to be made as aforesaid, shall cease, determine and be utterly void and of none Effect, to all Intents and Purposes whatsoever; any Thing, &c. **And, &c. Covenants, &c. to pay, &c. good Right, &c. to release and surrender, &c. in case of Default Mortgagees to enter and enjoy, &c. free from Incumbrances; further Assurance: Provided always**, that in case the said Sir A. shall happen to depart this Life before the said Principal Sum of 6000*l.* and all Interest which shall incur or grow due for the same, shall

shall be by him fully paid and satisfied to the said C. D. and E. their Executors, Administrators or Assigns, according to the true Intent and Meaning of the said Proviso or Condition herein before contained, or in case the Interest of the said Principal Sum of 6000*l.* shall happen at any Time hereafter to be in Arrear and unpaid for the Space of two Years; that then and in either of the said Cases so happening, the said C. D. and E. and the Survivors and Survivor of them, or the Heirs or Assigns of the Survivor of them, shall and may, and are hereby fully authorized and impowered by one or more Sale or Sales absolutely to sell and convey and surrender the said Manor, Hereditaments, and all and singular other the said respective Premises, with their and every of their Rights, Members and Appurtenances, and the Inheritance of the same, to such Purchaser or Purchasers, as they or any or either of them can procure to buy the same; and out of the Monies arising by such Sale or Sales, and the Rents, Issues and Profits of the said Manors, Hereditaments and Premises, until such Sale or Sales, shall in the first Place deduct and take to themselves the said Principal Sum of 6000*l.* and all the Interest which shall be then due for the same, and all the reasonable Costs, Charges and Expences in Relation to the same; and from and after such Deductions so made as aforesaid, in Trust as to the Surplus of the Monies arising by such Sale or Sales (if any such Surplus there shall be) for the only Use and Behoof of the said Sir A. his Heirs, Executors or Administrators, and to the Intent that such Purchaser or Purchasers of all or any Part or Parts of the said Manor, Hereditaments and Premises, shall have a clear and undoubted Title to the same; it is hereby agreed and declared, that the Receipt or Acquittance to be given by the said C. D. and E. or the Survivors or Survivor of them, or the Heirs, Executors, Administrators or Assigns of the Survivor of them, shall be a good and sufficient Discharge both in Law and Equity, unto such Purchaser or Purchasers, for all such Monies which he or they shall pay upon the Account of such Purchase or Purchases, unto the said C. D. and E. or any of them, or unto the Heirs, Executors or Administrators of the Survivor of them; and that such Purchaser or Purchasers, or the Purchase or Purchases to be made in Pursuance of these Presents, shall in no Sort be liable or responsible for the Misapplication of any of the Monies which shall be bona fide paid by such Purchaser or Purchasers, to the said C. D. and E. or any of them, or their or any of their Heirs, Executors, Administrators or Assigns, upon the Account of such Purchase or Purchases, and, &c. (Covenant from Sir A. not to cut Timber, &c. during the Mortgage, except for necessary Repairs; further Security for said 6000*l.* and Interest, by Demise of other Premises, wherein Sir A. has an Estate for Life only, the same being settled on his Marriage with the said Dame A. B. his Wife :) And this Indenture further witnesseth, that for the further and better securing the Payment of the said Principal Sum of 6000*l.* together with the Interest thereof, according to the true Intent and Meaning of these Presents; and also for and in Consideration of the Sum of 5*s.* of good British Money to the said Sir A. in Hand paid by the said C. D. and E. at, &c. the Receipt, &c. he the said Sir A. hath granted, bargained, sold and demised, and by these Presents Doth, &c. unto the said C. D. and E. their, &c. All that, &c. (the Premises in T.) To have and to hold the said Manor, Hereditaments and Premises herein before mentioned to be situate, lying and being in the said County of T. and every Part and Parcel thereof, with their and every of their Appurtenances, unto the said C. D. and E. their Executors, Administrators and Assigns, from the Day next before the Day of the Date of these Presents, for and during, and unto the full End and Term of 99 Years, from thence next ensuing and fully to be compleat and ended (without Impeachment of or for any Manner of Waste) if the said A. shall so long live; **Pledging and paying** therefore during the said Term of 99 Years (determinable as aforesaid) the yearly Rent of one Pepper-corn only, if the same shall be lawfully demanded, **Subject nevertheless** to the Proviso of Redemption herein before contained; And it is hereby declared and agreed by and between the said C. D. and E. and the said Sir A. that until Default be made in Payment of the said Sum of 6000*l.* or some Part thereof, contrary to the true Meaning of the said Proviso or Condition, they the said C. D. and E. their Heirs, Executors, Administrators and Assigns, shall and will permit and suffer the said A. his Heirs and Assigns, to receive and take all the Rents, Issues and Profits, of all and every the said respective Manors, Hereditaments and Premises, without the Let or Interruption of them the said C. D. and E. or any of them, their or any of their Heirs, Executors, Administrators or Assigns, and without any Account to be made or given to them, or any of them, for or concerning the same: **And whereas** F. by his last Will, &c. did (amongst, &c.) give, &c. unto his Niece the said Dame A. B. 5000*l.* to be put out by such Trustees as she should think fit to nominate, and in their Names for her only and separate Use, during her natural Life; and after her Death, to her Children equally divided amongst them, excepting an eldest Son, whom the said Testator by his said Will entirely excluded from any Part of it; it is the said Testator's Intent and Meaning, being by the said Will declared to be, that the said 5000*l.* should not be chargeable with any Debts or Demands upon her

dies before the 6000*l.* Principal Money paid, or in case of two Years Arrear of Interest, &c.

then Mortgagees to have Power to sell all Premises, &c. and take the Principal and Interest,

and Overplus to go to the Mortgagor, &c.

the Receipt of the Mortgagees to Purchasers, &c. to be good.

Mortgagor to enjoy, &c. until Default, &c.

Recital of Will, whereby 5000*l.* and Interest, given for the separate Use of Dame A. B. &c.

Husband,

Testator's
Death.
A Security for
the same to
two Trustees
for the Lady.

Agreement
touching Re-
ducing Inter-
est from 5 l.
per Cent.
to 4 l. 10 s.
Release from
one of the
Trustees to
the other, &c.

Further Secu-
rity for Pay-
ment of Inter-
est of the said
6000 l.

Direction
from the Lady
to the Mort-
gagor, of the
5000 l. &c.
to pay the
Interest for
the 6000 l.
(in case not
paid) during
her Life, &c.
The Receipts
for the Interest
of the 5000 l.
to be good,
&c.

Husband, or that he should not have any Right or Title to any Part of it, but that her Receipt should be a sufficient Discharge for the Interest or Product of the whole, or any Part thereof; and if she died without Children, to go to his the said Testator's Executor and his Heirs; and after several pecuniary Legacies thereby given, all the Rest and Residue of his Real and Personal Estate he the said Testator did give to his Nephew G. whom he made sole Executor: **And whereas** some Time after the making the said Will the said F. died, after whose Death the said G. did on, &c. duly proved, &c. **And whereas** by Indenture *Quadrupartite*, bearing Date, &c. between H. of the first Part, the said D. A. B. of the second Part, the said G. of the third Part, and the said D. and M. of the fourth Part, (after reciting, &c.) for and in Consideration of the said Sum or Legacy of 5000 l. of, &c. paid by the said G. by the Direction and Appointment of the said D. A. B. (testified as therein mentioned) and of the Sum of 5 s. of like Money to the said H. paid by the said D. and M. the said H. at the Nomination, and by the Direction and Appointment of the said D. A. B. (testified as therein mentioned) *Did* grant and demise unto the said D. and M. *All* that, &c. **To hold** unto the said D. and M. their Executors, Administrators and Assigns, from the Day next before the Day of the Date thereof, for and during the Term of 1000 Years from thence next ensuing, and fully to be compleat and ended, without Impeachment of or for any Manner of Waste, at and under the yearly Rent of one Pepper-corn only, if the same shall be lawfully demanded, in which said Indenture there is a Proviso contained for the making void the same upon Payment by the said H. his Heirs, Executors, Administrators or Assigns, unto the said D. and M. their Executors, Administrators or Assigns, of the Sum of 5250 l. of lawful Money, at the Place and upon the several Days and Times therein limited and appointed for the Payment thereof, and now past, (subject nevertheless to the Trusts, Devises over, and Contingency mentioned and expressed in the said last in Part recited Will of and concerning the said Legacy of 5000 l. thereby given, and the Interest thereof) as by the said Indenture may appear: **And whereas** the said D. A. B. hath agreed with the said H. to sink and lessen the Interest of the said 5000 l. by him secured in Trust for her as aforesaid, and to accept of Interest for the same for the future, after the Rate of 4 l. 10 s. per Cent. per Ann. from the, &c. **And whereas** by an Indorsement, bearing Date the — Day of this Instant Month of *March*, written on the Back of the said in Part recited Indenture of Mortgage, the said M. in Pursuance and Performance of, and in Obedience to a certain Decree therein mentioned to be made and pronounced by his Honour the Master of the Rolls, and for the Considerations therein expressed, did by the Direction of the said D. A. B. (testified as therein mentioned) remise, release, assign and confirm the said Manor, &c. unto the said D. his Executors, Administrators and Assigns, from thenceforth, for and during all the Rest and Residue of the said Term of 1000 Years therein then to come and unexpired, (subject nevertheless to the Trusts, Devises over, and Contingencies mentioned and expressed in the said last herein in Part recited Will of and concerning the said Legacy of 5000 l. and the Interest thereof) as by the said Indorsement (Relation being thereunto had) may more fully appear: **Now this Indenture further witnesseth**, that for the better securing the due Payment of the Interest of the said Sum of 6000 l. so lent and paid to the said A. by the said C. D. and E. as aforesaid, so long as she the said D. A. B. shall happen to live, in case the said Principal Sum of 6000 l. so lent to the said A. as aforesaid, and all Interest which shall incur due for the same, shall not be sooner paid off and discharged, she the said D. A. B. hath directed and appointed, and by these Presents **Doth** direct and appoint that the said H. his Executors, Administrators and Assigns, from Time to Time, so long as she the said D. A. B. shall happen to live (in case the said Principal Sum of 6000 l. so lent to the said A. as aforesaid, and all the Interest which shall incur due for the same, shall not be sooner paid off and discharged) shall from Time to Time receive, apply and pay all the Interest which shall incur and grow due from the said H. his Heirs, Executors, Administrators or Assigns, for or in Respect of the said 5000 l. so lent to him as aforesaid, towards the Paying and Discharging of the Interest of the said Principal Sum of 6000 l. so lent to and hereby secured by the said A. as aforesaid; **And** she the said D. A. B. doth hereby agree and declare, that the Receipts from Time to Time to be given by the said D.'s Executors, Administrators or Assigns, to the said H. his Heirs, Executors, Administrators or Assigns, for the Interest of the said Principal Sum of 5000 l. shall be as good and valid, as if the said D. A. B. had joined in the same. **In Witness, &c.**

Mortgage for securing the Sum of 1000 l. and Interest, where a Bond and Warrant of Attorney was before given.

T H I S Indenture &c. Between Sir T. S. S. of, &c. Bart. of the one Part, and W. P. W. of, &c. Esq; of the other Part, **Witnesseth**, that for and in Consideration of the Sum of 1000 l. of, &c. to the said Sir T. S. S. in Hand paid by the said W. P. W. at or before

before the Sealing and Delivery hereof, the Receipt whereof the said Sir T. S. S. doth hereby acknowledge, and thereof acquit the said *W. P. W.* he the said Sir T. S. S. hath granted, bargained sold and demised, and by these Presents Doth, &c. unto the said *W. P. W.* all and singular the Freehold Manors, &c. of him the said Sir T. S. S. or of any other Person or Persons, In Trust for him in the County of *W.* and *H.* or either of them, and the Reversion, &c. To have and to hold the same Premises, with the Appurtenances, unto the said *W. P. W.* his, &c. from the Day next before the Day of the Date hereof, for and during, and unto the full End and Term of 2000 Years, from thence next ensuing, and fully to be compleat and ended, without Impeachment of Waste: **Provided** that if the said Sir T. S. S. his, Heirs, Executors, Administrators or Assigns, do and shall pay, or cause to be paid unto the said *W. P. W.* his Executors, Administrators or Assigns, at or in the common dining Hall of *Gray's Inn* aforesaid, upon——next ensuing the Date hereof, the Sum of 1000*l.* of, &c. with lawful Interest for the same, after the Rate of 5*l.* per Cent. per Ann. without any Deduction or Abatement whatsoever, out of the same, by Reason of any Parliamentary or other Taxes imposed or to be imposed, then these Presents, and every Thing herein contained, shall cease and be void; any Thing herein, &c. And the said Sir T. S. S. doth hereby for himself, &c. covenant with the said *W. P. W.* his, &c. that he the said Sir T. S. S. his Heirs, &c. or one of them, shall and will pay, or cause to be paid unto the said *W. P. W.* his Executors, Administrators or Assigns, the said Sum of 1000*l.* with such Interest for the same as before mentioned, at the Place and Time aforesaid; And shall and will within the Space of ten Days next ensuing the Date hereof, surrender or cause to be surrendered, all and singular the Copyhold Messuages, Farms, Lands, Tenements and Hereditaments, which he the said Sir T. S. S. holds of the Manor of *F.* in the said County of *H.* To the Use of the said *W. P. W.* his Heirs and Assigns, but subject to the said proviso or Condition for Redemption thereof. And lastly, it is hereby declared, that until Default shall be made in Payment of the said Sum of 1000*l.* and the Interest thereof, or some Part thereof, it shall be lawful for the said Sir T. S. S. his Heirs and Assigns, to hold and enjoy the said Premises to his and their own Use, without any Disturbance by the said *W. P. W.* his Executors, Administrators and Assigns: And whereas the said Sir T. S. S. hath given one Warrant of Attorney, bearing even Date herewith, to confess one Judgment unto the said *W. P. W.* in the Sum of 2000*l.* Now it is hereby declared, that the said Judgment and Warrant of Attorney for the same, is only intended to be a Collateral Security for the Payments of the Sum of 1000*l.* and the Interest thereof, in Manner as aforesaid, and to be void upon such Payments to be so made as aforesaid. In Witness, &c.

Mortgage in Fee of a Feme Covert's Estate.

THIS Indenture Tripartite, &c. Between *B.* of, &c. and *C.* his Wife, (which said *C.* was the eldest Daughter and Devisee of and under the last Will and Testament of *H.* late of, &c. deceased, and was late the Widow and Relict of *J.* late of, &c. also deceased) of the first Part, *F.* of, &c. (Conusee in the Fine after recited) of the second Part, and *D.* of, &c. of the third Part. Whereas for Barring of all Estates Tail and Remainders on the Messuage, &c. Tythes herein after mentioned, to the End and Intent, they the said *B.* and *C.* his Wife might, by Way of Mortgage thereof, be enabled to borrow on the same Hereditaments and Premises, of and from the said *D.* the Sum of 500*l.* and for that Purpose to settle, convey and assure the same, unto and to the Use of her the said *D.* her Heirs and Assigns, as and for a Security for the Repayment thereof, unto her, her Executors, Administrators and Assigns, with Interest, as herein after mentionmed; and to the End and Intent, that after the Repayment thereof, with Interest, all and every the same Premises may be settled and assured, or otherwise be and remain unto and upon such Uses, Intents and Purposes, as are herein after expressed and declared concerning the same; and for other good Considerations them the said *B.* and *C.* his Wife severally moving, they the said *B.* and *C.* his Wife did in *Hilary* Term now last past, before the Day of the Date hereof in his Majesty's Court of Common Pleas at *Westminster*, in due Form of Law, acknowledge and levy unto the said *F.* and his Heirs, one Fine *sur Conusance*, &c. with Proclamations thereupon had, of all and singular the before mentioned and herein after granted and released Hereditaments and Premises, by the Names of, &c. as by the Records of the Court of Common Pleas at *Westminster*, Relation, &c. Now this Indenture witnesseth, that for and in Consideration of the said Sum of 500*l.* of, &c. to the said *B.* and *C.* in Hand well and truly paid by the said *D.* at or, &c. the Receipt, &c. and for divers, &c. they the said *B.* and *C.* his Wife did grant, bargain, sell, assign, release and confirm unto *D.* (to her actual Possession, &c.) All that Messuage, &c. (*several Parcels of Lands*, &c.) and all Manner of Tythes of Corn, Grain, Hay, Wood, Wool and Lamb, and all other Great and Predial Tythes whatsoever, arising, coming, growing or renewing out of all and singular

singular the said Lands, Tenements, Hereditaments and Premises herein before mentioned and intended to be hereby released, and out of every or any Part or Parcel thereof; and also all Houses, Outhouses, &c. all and singular which said Messuages, &c. being lately legally come to and vested in the said H. and his Heirs, he the said H. did in and by his last Will and Testament, give and devise the same unto her the said C. (by the Name of, &c.) and to her Heirs and Assigns, as therein is mentioned; and all and singular other the Freehold Messuages, Land, Tythes and Hereditaments whatsoever, of them the said B. and C. his Wife, situate in &c. and which in and by the said Will of the said H. were given or devised, or intended so to be, unto the said C. and her Heirs as abovementioned, and the Reversion, &c. and all the Estate, &c. of B. and C. and also all and every the Deeds, Writings, Escripts, Evidences and Muniments whatsoever, touching or in any wise concerning the Premises, or any Part thereof, now in the Custody or Possession of the said B. and C. his Wife, or any other Person or Persons in Trust for him, her or them, or which he, she or they can or may come by or procure without Suit in Law or Equity; **To have and to hold** the said Premises unto and to the Use of the said D. her Heirs and Assigns for ever; **And** for the Considerations aforesaid, and for the Ends Intents and Purposes above mentioned, it is hereby mutually covenanted, declared and agreed by and between all the said Parties to these Presents, and their true Intent and Meaning is that the said Fine so as aforesaid, or in any other Manner had and levied, and all and every other Fine and Fines, and other Assurances in the Law whatsoever, already had, made, levied, suffered or executed, or which at any Time or Times hereafter shall be had, made, levied, suffered or executed of the said hereby granted and recited Messuages, Tythes, &c. or any Part thereof, (except before excepted) by or between the said Parties to these Presents, any or either of them, or whereunto they, any or either of them shall be Parties, either alone or jointly with any other Parties, or any other Messuages, &c. as for and concerning the said herein before granted and recited Hereditaments and Premises, shall be and enure, and shall be adjudged, deemed, construed and taken, and was and were at the Time and Times of the Levying, Suffering and Executing thereof, meant and intended to be and enure to and for the only proper Use and Behoof of the said D. her Heirs and Assigns for ever, subject nevertheless to the Proviso herein after contained; (that is to say) **Provided always**, and upon Condition nevertheless, and it is hereby agreed and declared by and between all and every the said Parties, and the true Intent and Meaning of them, and of these Presents is and are, that if they the said B. and C. his Wife, or either of them, &c. (*two Days for Payment of 520 l. as usual, &c.*) that then and from thenceforth the Use and Estate herein before limited to the said D. and her Heirs, of and in the said Premises, shall cease, determine and be absolutely void, to all Intents and Purposes whatsoever; and that then and from thenceforth the said Messuages, &c. and Premises, and the Estate herein and hereby granted and conveyed to the said D. her Heirs and Assigns, of and in the same Hereditaments and Premises, and also the said Fine so levied of the same as aforesaid, and the further Execution thereof, and all and every other Fine and Fines, Recovery and Recoveries, Conveyance and other Assurances as aforesaid, as to, for and concerning the said herein before mentioned and intended to be hereby granted and released Messuages, &c. and other the Premises, shall be and enure, and shall be construed, adjudged, deemed and taken to be and enure, **To the Use** and behoof of such Person and Persons, and for such Estate and Estates, Trusts, Intents and Purposes, upon such Condition, and in such Manner and Form, as they the said B. and C. his Wife, at any Time during their Joint Lives, shall by any Deed or Writing, to be by them duly executed in the Presence of two or more credible Witnesses, direct, limit or appoint the same Premises; and for want of such Direction, Limitation or Appointment, and until such Direction, Limitation or Appointment shall be made, and until such Estate and Estates so directed, limited or appointed, shall respectively commence and take Effect, and as such Estate or Estates so directed, limited or appointed, shall respectively end and determine, and as to such Part or Parts of the same Premises, whereof no such Direction, Limitation or Appointment shall be made, to the Use and Behoof of the said B. and C. his Wife, for and during the Term of their two Joint natural Lives, and the Life of the longer Liver of them; and from and after the Decease of the said B. and C. his Wife, and the Survivor of them, then to the Use and Behoof of the right Heirs of the said C. for ever, and to and for no other Use, Trust, Intent or Purpose whatsoever; **And** the said B. for himself, and for the said C. his Wife, and for his, her and their Heirs, Executors, and Administrators, and for every of them, doth covenant, promise and grant to and with the said D. her Executors, &c. by these Presents, that they the said B. and C. his Wife, or one of them, their or one of their Heirs, &c. shall and will well and truly, &c. (*To pay the Money, &c.*) viz. *That they, or one of them, are seised, &c. good Right, quiet Enjoyment, on Default, free from Incumbrances, &c. other than and except one Indenture of Mortgage, bearing Date — made of Parcel of the said Premises, by the said H. to one A. of &c. for the Term of*

Further Co-
venants.
Exceptions.

1000 Years, defeasible on Payment of the Sum of — in Manner as therein mentioned; the Remainder of which said Term is by Indenture Quadripartite, bearing even Date herewith, and made or mentioned to be made between the said A. of the first Part, the said B. and C. his Wife of the second Part, the said D. of the third Part, and E. of, &c. of the fourth Part, assigned or intended to be assigned to the said E. his Executors, &c. in Trust for the said D. his Heirs and Assigns, to attend, wait upon and go along with the Reversion, or Remainder and Inheritance of the same Premises hereby conveyed (*inter alia*) to the End to protect and preserve the same from mesne Incumbrances, if any such there be, (subject nevertheless to the Proviso of Redemption herein before mentioned); And also except, &c. (another Mortgage to another Person of other Part of the Premises, and assigned in like Manner to the same Trustee by another *Quadripartite* Indenture); And also except one Annuity or yearly Sum of 5 l. charged on and payable Quarterly out of the said Hereditaments and Premises hereby granted unto — during the Term of his natural Life, in and by the said Will of the said H. as therein mentioned.

A Mortgage by Demise, reciting a former Mortgage of the same Premises to another Person.

THIS Indenture, made, &c. Between J. W. of, &c. of the one Part, and G. C. of, &c. of the other Part. **Whereas** by Indenture of Mortgage, &c. (*Recital of a Mortgage of the Premises by Demise to H. J. for 500 Years, in Consideration of 800 l. See Title Recitals*): And whereas the said intire Principal Sum of 880 l. together with a considerable Arrear of Interest remains due to the said H. J. and the said G. C. for the supplying the present Occasions of the said J. W. hath agreed to advance and lend to him the Sum of 600 l. on the Security of the same Manor, &c. **Now this Indenture witnesseth,** Declaration. that for and in Consideration of, &c. the Receipt, &c. and for divers, &c. **He** the said J. W. **Doth** hereby declare and agree, that the said Manor, &c. and Premises herein after mentioned to be thereby granted and demised, shall for and during the Rest, Residue and Remainder of the said Term of 500 Years yet to come and unexpired, as well stand and be a Security for the said Sum of 600 l. so advanced and paid to him the said J. W. by the said G. C. as aforesaid, with Interest for the same at the Rate of, &c. as for the said Sum of 880 l. so due to the said H. J. and the Interest thereof: **And this Indenture further witnesseth,** that for and in Consideration of the said Sum of 600 l. so paid to the said J. W. as aforesaid, he the said J. W. hath granted, bargained, sold, demised and to Farm letten, and, &c. **Doth,** &c. unto the said G. C. his Executors, &c. **All,** &c. **To have and to hold,** &c. **Pielding,** &c. (*Add Covenants as usual, with Exception of the recited Mortgage*). **In Witness,** &c.

By Lease for Years, in Pursuance of a Power reserved in a Settlement, which was before executed in Part.

THIS Indenture, made, &c. Between J. Lord W. of the one Part, and J. F. of — of the other Part. **Whereas** in and by Indenture, &c. (*Reciting the Settlement to the End of the Uses*) In which said Indenture is contained a Proviso in these or the like Words, (to wit) *Provided, &c. to mortgage by Deed for 300 Years, or for any lesser Term, upon Trust to raise any Sum not exceeding 4000 l. as by, &c.* **Now this Indenture witnesseth,** that the said J. Lord W. for and in Consideration of the Sum of 1000 l. of, &c. in Hand, &c. by the said J. F. at and before, &c. the Receipt, &c. and for divers, &c. **He** the said J. Lord W. by virtue of the said Power, and all other Powers enabling him in this Behalf, and as fully as he may or can by Law or Equity, **hath** granted, leased, demised, set and to Farm letten, and by this present Indenture in Writing, attested by three credible Persons whose Names are hereon indorsed as Witnesses hereunto, **Doth** grant, &c. unto the said J. F. his Executors, &c. **All,** &c. and the Reversion, &c. and all the Estate, &c. Power and Equity of Redemption of the said J. Lord W. in and to the same; **To have and to hold** the said, &c. unto the said J. F. his Executors, &c. from henceforth, for and during and unto the full End and Term of 290 Years, fully to be compleated and ended; **Pielding and paying** therefore yearly and every Year during the said Term unto the said J. Lord W. his Heirs and Assigns, the Rent of one Pepper-corn only, if the same shall be lawfully demanded: **Provided,** &c. (*the Proviso of Redemption*) And, &c. (*Covenant to pay the Money, that notwithstanding any Act, &c. (except, &c.) the Mortgagor has Power to grant, that after Default of Payment the Mortgagee shall enter and enjoy, (except, &c.) free from Incumbrances, (Except Mortgage by Lease for 200 Years for securing 1000 l. and Interest, assigned by Order of Chancery by said J. Lord W. to P. N. and V. W. for securing a Sum of Money and Interest, in Trust for, &c. pursuant to a Decree)* and that the Mortgagor will keep

keep down the Interest of the said Sum, so as it do not prejudice the Security to J. F. for further Assurance): And lastly, the said J. F. for himself, his Executors, &c. doth covenant, &c. to and with the said J. Lord W. his Heirs, &c. by these Presents, that until there shall be a Failure in Payment of the said Sum of — or some Part thereof, contrary to the true Intent and Meaning of the above written Proviso or Covenant, it shall and may be lawful to and for the said J. Lord W. his Heirs and Assigns, to receive the Rents, Issues and Profits of the said, &c. to his and their Use and Uses, without any Account to be had or given for the same (a). In Witness, &c.

Another, in Pursuance of the Power in a Settlement, wherein was a Covenant to suffer a Common Recovery.

THIS Indenture, made, &c. Between H. B. of, &c. and D. his Wife, (which said D. is the only Daughter and Heir of H. M. Bart. deceased) of the one Part, and J. M. of, &c. of the other Part. Whereas, &c. (Recital of the Settlement, with a Covenant to suffer a Recovery to the End of the Uses) In which said Indenture of Release is also contained a Proviso in these Words, or to the Effect following, (that is to say) **Provided**, &c. (Proviso or Power to mortgage the Premises): **And whereas** a common Recovery was suffered, according to and in Pursuance of the Covenant or Agreement for that Purpose contained in the said Indenture of Release herein before recited: **And whereas** the said J. M. hath agreed to lend and advance the sum of — Principal Money, unto the said H. B. and D. his Wife, in Part of the Sum of — which in and by the before recited Proviso, they the said H. B. and D. his Wife have Power to raise and borrow on the security of the Premises: **Now this Indenture witnesseth**, that for and in Consideration of the said Sum of, — of, &c. to the said H. B. and D. his Wife, in Hand, &c. the Receipt, &c. **They** the said H. B. and D. his Wife, according to and in Pursuance of the Power to them limited in and by the said herein before recited Indenture *Quadrupartite* of Release, bearing Date, &c. and the Recovery suffered in Pursuance thereof, **Have** by this Deed, Writing and Indenture, under both their Hands and Seals, by both of them the said H. B. and D. his Wife, executed before and attested by three credible Witnesses, granted, demised, limited and appointed, and by, &c. **Do**, and each of them **Doth** grant, &c. unto the said J. M. his Executors, &c. **All**, &c. **To have and to hold** the said, &c. and all and singular other the Premises herein and hereby before granted, demised, limited or appointed, or meant, mentioned or intended so to be, and every Part and Parcel thereof, with their and every of their Appurtenances, unto the said J. M. his, &c. from the Day of the Date of these Presents, for and during and unto the full End and Term of 1000 Years, from thenceforth next ensuing and fully to be compleat and ended; **Yielding and paying** therefore yearly and every Year, during the said Term hereby limited, unto the said H. B. and D. his Wife, their Heirs and Assigns, the Rent of one Pepper-corn only, at the Feast of, — (if the same shall be lawfully demanded) **Provided** always, &c. (that if H. B. and D. his Wife, or other Person seised, pursuant to the Limitations in the recited Settlement pay, these Presents to be void; vide Tit. Proviso). **And**, &c. (Covenant to pay the Mortgage Money; good Right; in Case of Default of Payment, the Mortgagee to enter and enjoy, free from Incumbrances; for further Assurance in Case of such Default, and until Default the Mortgagors to enjoy. Vide Tit. Covenants). In Witness, &c.

For a further Security, there having only been a Bond given for the Repayment of Money borrowed.

THIS Indenture, &c. Between, &c. Whereas the said W. G. the Father, and W. G. the Son, have taken up and borrowed of the said F. L. and I. F. the Sum of 2000 l. of, &c. and for securing the Repayment thereof with Interest after the Rate of 5 l. per Cent. per Ann. by their Bond or Writing obligatory, bearing equal Date herewith, stand bound to the said F. L. and J. F. in the penal Sum of 4000 l. conditioned for the Payment of 2000 l. as therein is mentioned: **Now this Indenture witnesseth**, that for securing the said Sum of 2000 l. and Interest, and in Consideration of 5 s. a-piece, &c. (as in other Mortgages).

Security

(a) Note; the Power was executed in Part before this Mortgage, otherwise the Mortgagor ought to have covenanted, that the said recited Power is in full Force, and not executed before the Execution of these Presents, and that the same is not suspended or extinguished.

Security by Indorsement, from the three Executors of an Executor and of an Administrator, for a further Sum due on Account stated upon a Mortgage made by the Intestate.

Whereas the within G. J. died Intestate, and Administration of all his Goods, Chattels, Rights and Credits, was duly granted unto A. J. his Widow and Relict: **And** whereas the said A. J. is since dead, having first made her last Will and Testament in Writing, and thereof made her Daughters S. J. M. J. and E. D. Wife of A. D. Executors, who have since duly proved the same in the Prerogative Court of Canterbury, and taken upon him the Burthen and Execution thereof: **And** whereas Administration of all and singular the Goods and Chattels, Rights and Credits of the said G. J. deceased, unadministered by the said A. J. hath been also duly granted to the said S. J. M. J. and E. D. **And** whereas the within named J. B. is dead, having first made his last Will in Writing, and thereof J. F. S. C. and F. B. joint Executors, who duly proved the same, but the said J. F. was the only acting Executrix thereof: **And** whereas the said J. F. S. C. and F. B. are since dead, and Letters of Administration with the Will annexed of the said J. B. have been duly granted to C. D. of, &c. Esq; **And** whereas the said S. J. M. J. and A. D. and E. his Wife, have this Day settled Accounts with the said C. D. touching all Monies received by the said S. F. S. C. and F. B. and C. D. or any of them, or by any other Person or Persons for their or any of their Use, for or on Account of the Principal Monies and Interest due on the within mentioned mortgaged Premises, by the Perception of the Rents thereof, or otherwise, as also for and concerning divers Sums of Money paid, advanced and disbursed by the said S. F. S. C. and F. B. and C. D. for and on Account of the within mentioned mortgaged Premises, whereby it does appear that the Sum of 512 l. in the Proviso within written mentioned, is still wholly due and unpaid to the said C. D. and also that there has been advanced and paid for and on Account of the within mortgaged Premises, the further Sum of 174 l. 8 s. **Now these Presents witness**, that the said S. J. M. J. A. D. and E. his Wife, for the Consideration aforesaid, do for themselves severally, and for their several Heirs, Executors, and Administrators, covenant, promise and agree, to and with the said C. D. his Executors, Administrators and Assigns, that the within mentioned to be assigned Premises, and every Part and Parcel thereof, shall be liable to and chargeable with the Payment as well of the within mentioned Sum of 512 l. and Interest thereof, as of the aforesaid Sum of 174 l. 8 s. advanced and paid as aforesaid, together with lawful Interest for the same; and that they the said S. J. M. J. A. D. and E. his Wife, their Executors and Administrators or any of them, shall not, nor will redeem or cause to be redeemed the within mentioned to be assigned Premises, or any Part thereof, without Payment as well of the said Sum of 512 l. within mentioned to be secured, and the Interest thereof, as also of the said Sum of 174 l. 8 s. and the Interest thereof; **And** the said S. J. and M. J. for themselves severally and respectively, and not the one for the other of them, and for their several and respective Heirs, Executors and Administrators, and the said A. D. for himself and the said E. his Wife, and his Heirs, Executors and Administrators, do further covenant, promise and agree, to and with the said C. D. his Executors, Administrators and Assigns, that they the said S. J. M. J. A. D. and E. his Wife, their Executors and Administrators, or some of them, shall and will well and truly pay or cause to be paid unto the said C. D. his Executors, Administrators or Assigns, the said two several Sums of 512 l. and 174 l. 8 s. together with the lawful Interest for the same, on the 20th Day of July next ensuing the Date of these Presents. **In Witness, &c.**

A further Charge of Lands mortgaged (the Mortgagor and Mortgagee being both dead) for Money borrowed by the Heir of the Mortgagor of the Heir and Devisee of the Mortgagee.

By Indorsement on the Mortgage.

Tall, &c. **Whereas** the above named G. L. is departed this Life, whereby B. L. Esq; eldest Son and Heir and also Executor of the said G. L. is become legally intitled to the Equity of Redemption of the within mentioned mortgaged Premises; **And** whereas the above named D. E. is also dead, having in his Life-time made his last Will and Testament, dated, &c. and therein reciting, that there was due to him from M. L. the Principal Sum of 2500 l. secured by a Mortgage for his Share and Interest in — did by his said Will direct, that as soon as a convenient Purchase could be found or had, his Executors therein after named should, with the Approbation of his second Son, now Earl of — lay out the said Sum of 2500 l. owing to him from the said M. L. in the Purchase of Lands, Tenements, Purchase, &c.

nements or Hereditaments, to be conveyed to the several Uses therein aftermentioned: And the said Testator's further Will and Meaning was, that until such Purchase should be made as aforesaid, his Executors and the Survivor of them, and the Executors or Administrators of such Survivor, should in the mean Time permit his said Son C. C. now — to receive to his own Use the Interest of the said 2500 *l.* owing to the said Testator from the said *M. L.* as by the said in Part recited Will, Relation, &c. **And whereas** no convenient Purchase has yet been found: **And whereas** all Interest due for the said Sum of 2500 *l.* to the Day of the Date hereof, is paid off and discharged by the said *B. L.* **And whereas** the said *B. L.* hath this Day taken up and borrowed of the said Earl of — the further Sum of 500 *l.* of &c. (which together with the before mentioned Sum of 2500 *l.* amounts in the whole to the Sum of 3000 *l.* Principal Money) the Receipt whereof the said *B. L.* doth, &c. **Now know ye**, that for the Consideration aforesaid, he the said *B. L.* for himself, his Heirs, Executors and Administrators, doth covenant, promise and agree, to and with the said Earl of — his Heirs, Executors, Administrators and Assigns, by these Presents, that all and every the Premises in the within written Indenture mentioned, and thereby granted and released, shall from henceforth stand charged and chargeable, and be a Security for the Payment of the Sum of 3000 *l.* and Interest; and that the within mentioned mortgaged Premises shall not be redeemed or redeemable until the said Sum of 3000 *l.* and all Interest to grow due for the same, shall be fully paid and satisfied: **Provided always**, &c. **And** the said Earl of — for himself, his Heirs, Executors and Administrators, doth covenant, promise and agree, to and with the said *B. L.* his Heirs, Executors, Administrators, and Assigns, by these Presents, that if the said *B. L.* his Heirs, Executors or Administrators, or any of them, shall and do well and truly pay or cause to be paid unto the said Earl of — his Executors, Administrators or Assigns, the said Sum of 500 *l.* Part of the said Sum of 3000 *l.* together with Interest for the whole Principal Sum of 3000 *l.* after the Rate of 5 *l.* per Cent. per Ann. and also shall and do well and truly pay or cause to be paid the said Sum of 2500 *l.* Remainder of the said premised Sum of 3000 *l.* to the several Persons, in and by the said in Part recited Will of the said Earl of — intitled to receive the same on — next ensuing the Date of these Presents, without any Deduction, &c. that then he the said Earl of — his Heirs Executors or Administrators, shall and will at the Request, Costs and Charges of the said *B. L.* his Heirs, Executors, Administrators and Assigns, convey the within mentioned Premises to the said *B. L.* his Heirs, Executors, Administrators or Assigns, or to such Person or Persons as he or they shall direct or appoint: **And** the said *B. L.* for himself, his Heirs, Executors and Administrators, doth covenant, promise and grant, to and with the said Earl of — his Heirs, Executors, Administrators and Assigns, by these Presents, that they, and in such Case, the said *B. L.* his Heirs, Executors, Administrators or Assigns, shall and will well and truly pay the Sum of 3000 *l.* with Interest for the same after the Rate of 5 *l.* per Cent. per Ann. in Manner aforesaid, according to the true Intent and Meaning of the above written Proviso. **In Witness**, &c.

Interest paid.
More Money
borrowed.

Covenant that
the Premises
mortgaged
shall be
chargeable
with the
whole Sum.

Proviso and
Covenant
that on Pay-
ment of Prin-
cipal and In-
terest, the
Heir of the
Mortgagee
shall convey
the Premises
to the Heir of
the Mortga-
gor.

Heir of the
Mortgagor
covenants to
pay the Mort-
gage Money,
&c.

A further Charge from Plaintiffs in a Cause, to secure to the Solicitor all Monies for carrying on the Cause, &c.

As to a Bill
in Chancery,
and Prayer
thereof.

As to Appli-
cation to Mr.
T. to carry on
the Cause.

AND whereas the above named *J. S.* as the sole Executor of the above named *J. S.* did as of *T.* Term now last past exhibit his Bill in the High Court of Chancery as Plaintiff against them the said *J. M.* and *E.* his Wife, and *G. B.* Defendants, whereby, after setting forth (amongst other Things) the herein above mentioned Mortgage made from the said *J. S.* to the said *G. B.* of the said Premises, and the Transfer thereof from the said *G. B.* to the said *J. S.* for securing Payment to him of the said Sum of 221 *l.* 10 *s.* and Interest, it is by the said Bill (among other Things) prayed, that the said *J. M.* and *E.* his Wife, might pay to the said *J. S.* his Principal, Interest and Cost, due on his said Security at the Time therein mentioned, or else that they should stand and be absolutely foreclosed of all Equity and Benefit of Redemption, of, in and to the said Premises, to which Bill they the said *J. M.* and *E.* his Wife, have put in their Answers, and also have brought a Cross Bill in the said Court as Plaintiffs against the said *J. S.* and others, as Defendants, touching the Transfer of the said mortgaged Premises, and to have an Account of the said *J. S.*'s Personal Estate, and other Matters in the said Bill contained; but not having Money of their own to pay the Charge and Expence of defending and prosecuting the same, have applied to and requested the said *J. T.* to be their Solicitor in the said Causes, and to advance Monies for managing and carrying on the same until a final Determination thereof, (who at their special Instance and Request hath agreed so to do) and for securing Repayment of all such Sums of Money as shall be by him advanced and paid in managing and carrying on the said Causes, and for his Fees and Expences in so doing, the said *J. M.* and *E.* his Wife have agreed, that the said herein before released Premises shall stand and be as a Security for Pay-
ment

ment of the same to the said *J. T.* in such Manner and subject as herein after is mentioned : **Now this Indenture further witnesseth**, that they the said *J. M.* and *E.* his Wife, in Pursuance of the said recited Agreement, and for the Purposes aforesaid, **Have**, and by these Presents **Do**, and each of them **Doth** constitute, authorize and appoint, and in their Place and Stead depute and put the said *J. T.* their true and lawful Attorney and Solicitor, to defend and carry on the said Causes in the said Court of Chancery touching the Matters aforesaid, and to act, transact, execute, do and perform all and every such Acts and Things as shall be necessary and requisite for the Defending and Carrying on the said Causes; until the same shall be fully ended and determined, in such Manner as he the said *J. T.* shall be advised, or in his Discretion, from Time to Time, shall think necessary; and that they the said *J. M.* and *E.* his Wife, do, and each of them doth hereby give and grant unto the said *J. T.* and his Assigns, their and each of their full, whole and absolute Power in all and singular the same Premises, and do, and each of them doth hereby allow, ratify, establish and confirm all and every such legal Acts and Things as he or they shall do or cause to be done, by virtue of these Presents, and the Power hereby given; and for securing Payment unto the said *J. T.* of all and every such Sum and Sums of Money as shall be by him disbursed, paid and expended in defending and carrying on the said Causes, and for his Fees in so doing, **They** the said *J. M.* and *E.* his Wife, (by and with the Consent and Approbation of the said *B. G.* testified by his Executing of these Presents) **Do** and each of them **Doth** by these Presents charge, and make chargeable and liable the said Messuage or Tenement, Lands, Hereditaments, and all and singular the hereby granted and released Premises, with their Appurtenances, to and with the Payment of the same, (Subject nevertheless in the first Place to and with the Payment of all Principal and Interest Monies hereby secured to the said *B. G.* his Executors and Assigns, in Manner as aforesaid) and also to the Payment of all Principal, Interest Monies and Costs, as shall appear to be justly due and owing, by virtue of the herein before mentioned Security: **And** the said *J. M.* for himself, and for the said *E.* his Wife, and for their respective Heirs, Executors and Administrators, doth hereby covenant to and with the said *J. T.* his Executors, Administrators and Assigns, in Manner as follows, *viz.* That they the said *J. M.* and *E.* his Wife, or one of them, their or one of their Executors or Administrators, shall and will well and truly pay or cause to be paid unto the said *J. T.* his Executors or Assigns, all such Sum and Sums of Money as shall be by him and them disbursed, paid and expended, for the Defending and Carrying on the aforesaid Causes, together with all his Fees and Charges in so doing, and that the said hereby released Premises, shall not be redeemed or redeemable, either in Law or in Equity, until the full Payment and Satisfaction thereof be made; **And also** that they the said *J. M.* and *E.* his Wife, or either of them, their or either of their Executors, or Administrators, shall not, without the Consent of the said *J. T.* first had in Writing for that Purpose, revoke the above mentioned Letter of Attorney, nor release, discharge, discontinue, or do any other Act whatsoever whereby to prevent, stop or hinder any Proceedings whatsoever in the said Causes, or either of them, until such Time as he the said *J. T.* his Executors and Assigns, shall be fully paid and satisfied all his Disbursements, Charges, Fees and Expences touching his managing and carrying on the same in Manner as aforesaid, according to the true Intent and Meaning of these Presents.

Letter of At
torney so to
do.

Mortgaged
Premises
charged with
Payment of
Monies for
carrying on
the Cause.

A Mortgage to Trustees for 2100 l. for securing the Money of an Infant put out by his Guardians who are the Trustees.

THIS Indenture made, &c. Between Sir *J. M.* of, &c. of the one Part, and *R. M.* of, &c. Esq; and *W. P. W.* of, &c. Esq; (surviving Executors in Trust of the last Will and Testament of Sir *G. H.* Knight, &c. deceased) of the other Part. **Whereas** by Indentures of Lease and Release, the Lease bearing Date the 12th Day of June in, &c. and made, or mentioned to be made between Sir *J. M.* of the first Part, *R. W.* Esq; and *R. C.* Esq; of the second Part, *T. W.* Esq; and *W. C.* Esq; of the third Part, *T. C.* Esq; and *M. F.* Esq; of the fourth Part, and Dame *P. M.* (the now Wife of the said Sir *J. M.* by her then Name of *P. W.* Daughter of Sir *G. W.* Baronet deceased) and Sister of the said *T.* and *C. W.* of the fifth Part, reciting (among other Things) that a Marriage was agreed and intended to be had and solemnized between the said Sir *J. M.* and the said Dame *P.* his now Wife (then *P. W.*) in Consideration of the said then intended Marriage, and of the Marriage Portion of the said Dame *P.* and for other Considerations therein mentioned, the said Sir *J. M.* did grant, release and convey unto the said *R. W.* and *T. D.* All those Manors or Lordships of *W. D.* **To hold** unto the said *R. W.* and *T. D.* and their Heirs, **To** and for the several Uses, Intents and Purposes, and under and subject to the several Provisoos, Conditions and Agreements therein after mentioned and expressed, *viz.* to the Use of, &c. **In Trust** for the

the raising and paying the said Portions and yearly Maintenance to and for such younger and other Child or Children as afore is mentioned ; so as and always provided, that the said Sum and Sums of Money so to be charged and raised for the Portions and Maintenances of such younger and other Child and Children as aforesaid, or the Term and Terms of Years to be limited and appointed for the raising thereof, do not in any Manner affect, charge, take place or commence, in or upon the said Manors and Premises in the said County of *W.* until after the Decease of the said Dame *P.* (then *P. W.*) **And whereas** soon after the Making and Executing the said in Part recited Indentures of Lease and Release of Marriage Settlement, the said Marriage between the said Sir *J. M.* and the said *D. P.* his now Wife, did take Effect and was solemnized ; **And** the said Sir *J. M.* has Issue by the said *D. P.* his Wife, two Sons and two Daughters (*viz.*) *C. J. P.* and *C. M.* **And whereas** the said Sir *J. M.* is about marrying the said *P.* his eldest Daughter, unto *J. H.* of, &c. Esq; **And whereas** in a Cause depending in the high and honourable Court of Chancery, wherein the said Sir *J. M.* was Plaintiff, and the said *C. M.* and *J. M.* Sons of the said Sir *J. M.* by the said *D. P.* (being Infants under the Age of 21 Years by *J. M.* of the Parish of St. *A. H.* in the County of *M.* Esq; Guardian) were Defendants, it was declared by the Right Honourable the Lord High Chancellor of *Great Britain*, that the Plaintiff, by virtue of the said Settlement, had a Power, and might in Pursuance thereof make one or more Mortgage or Mortgages of the said settled Premises, or any Part thereof, for raising Portions for his younger Children, not exceeding in the whole the Sum of 4000 *l.* but not to take Place as to the said Premises in *W.* of the said Lady *P. M.* Rent-Charge of 500 *l.* *per Ann.* settled on her for Life as aforesaid ; and his Lordship did thereby order and decree, that the Plaintiff Sir *J. M.* be at Liberty as to the Premises in the said County of *W.* so as it be without Prejudice to the said Rent-Charge, so settled on the Lady *P.* as aforesaid or the Arrears thereof, that may happen to be had at the Time of her Decease, to raise the said Sum of 4000 *l.* or any Part thereof, so as the same be applied to the Portions of his younger Children as aforesaid, and to no other Purpose, at such Time or Times as he should think fit, by making one or more Mortgage or Mortgages of the Premises, or any Part thereof, with Liberty to the Mortgagee, or Mortgagees to enter thereon, in Default of Payment of the Principal or Interest, at the Day or Days to be therein appointed, as is usual in Mortgages ; and it is thereby ordered and decreed, that when any Mortgage or Mortgages should be made for that Purpose aforesaid, the Plaintiff, his Executors and Administrators do keep down the Interest of the Money which from Time to Time should grow due during his Life, but the Mortgagee or Mortgagees of such Premises as should be mortgaged, was and were (notwithstanding the said Plaintiff was thereby decreed to keep down the Interest of the Mortgage, if he or they should think fit) to be at Liberty to enter upon the said mortgaged Premises, or any Part thereof, in Default of the Plaintiff's Payment either of the Interest or of the Principal ; if the Mortgagee or Mortgagees should think fit to permit the Plaintiff to continue in Possession of and to receive the Profits thereof, such Receipt of the Profit was not be deemed any Exoneration of the Premises so to be mortgaged as aforesaid : **And whereas** the said Sir *G. H.* by his last Will and Testament in Writing, bearing Date, &c. after several Legacies thereby given, did (among other Things) give the Residue of his Estate both real and personal unto his Children begotten, and to be begotten on the Body of Dame *S.* his Wife, equally to be divided (but his eldest Son to have a double Share) ; but for Want of such Issue, or in Case of Death before 21 Years of Age, or Day of Marriage without Issue, then he gave the Residue of his said Estate to the said Dame *S.* his Wife and to his three Daughters by his former Wife, to be equally divided between them, and made the said Dame *S.* his Wife and *T. L.* Esq; (both since deceased) and the said *R. M.* and *W. P. W.* Executors of his said Will : **And whereas** the said Dame *S.* and *T. L.* did both depart this Life in the Life time of the said Testator : **And whereas** the said Sir *G. H.* the Testator did afterwards depart this Life, leaving Issue by the said Dame *S.* one Son and one Daughter (*viz.*) *L. H.* and *S. H.* being Infants under the Age of 21 Years ; soon after which said Decease of the said Sir *G. H.* the Testator, the said *R. M.* and *W. P. W.* being the surviving Executors of his said Will, did prove the said Will in the Prerogative Court of *C.* **And whereas** by a Decree or decretal Order made and pronounced in the said Court of Chancery the 9th Day of *October* in the 5th Year of the Reign, &c. in a Cause there depending, wherein the said *L. H.* and *S. H.* (the Infant Children of the said Testator) by Dame *M. L.* their *Prochein Amy* were Plaintiffs, and *M. H.* (since deceased) *N. S.* and the said *R. M.* and *W. P. W.* and others were Defendants, it was ordered and decreed by the said Court, (among other Things) that the said Dame *M. L.* and all the Defendants in the said last mentioned Cause should severally account before Mr. *M.* one of the Masters of the said Court, for all the Estate of the said Testator Sir *G. H.* and that as any Money due on any of the Securities belonging to the said Sir *G. H.*'s Estate should be paid, the same should, from Time to Time, be brought before the said Master, and by him placed out at Interest on Security, to be by him approved of, subject to the Trust in the Testator's Will as by the said

said Indentures of Lease and Release of Marriage Settlement, last Will and Testament, Decrees or decretal Orders and other Proceedings in the said Court of Chancery, Relation being thereunto respectively had, may more fully appear: **And whereas** the said *S. H.* Daughter of the said *Sir G. H.* by the said *D. S.* his Wife lately departed this Life: **And whereas** the said *Mr. M.* with the Consent and Approbation of the said *R. M.* and *W. P. W.* and at the Request and by the Direction of the said *Sir G. H.* toward the Portion of the said *P. M.* the eldest Daughter of the said *Sir J. M.* by his said now Wife Dame *P. M.* **Now this Indenture witnesseth**, that for and in Consideration of the said Sum of 2000 *l.* of, &c. to the said *Sir J. M.* by *J. M. Esq.* one of the Masters of the said Court of Chancery, well and truly paid towards the Portion of the said *P. M.* eldest Daughter of the said *Sir J. M.* by the said *D. P.* his now Wife, at or before the Sealing and Delivery of these Presents, the Receipt and Payment whereof the said *Sir J. M.* doth thereby acknowledge, and thereof, and of every Part thereof, doth acquit, release and discharge the said *J. M.* his Heirs, Executors and Administrators, and every of them, by these Presents, the said *Sir J. M.* by Virtue and in Pursuance of the said Power reserved to him, and by Virtue of the said Proviso herein before mentioned to be contained in the said in Part recited Indenture of Release of Marriage Settlement, and by Virtue of all and every Power and Powers enabling him thereunto, and likewise in Pursuance of the first herein before in Part recited Decree, **Hath**, by this Indenture and Writing under his Hand and Seal, in the Presence of three credible Witnesses, whose Names are hereupon indorsed, charged, and by these Presents doth absolutely charge **All** the said Manors, &c. with the Raising and Payment of the said Sum of 2000 *l.* and the Sum of 100 *l.* for the Interest thereof, of good, &c. unto the said *R. M.* and *W. P. W.* their Executors, Administrators and Assigns, in Manner as in the Proviso or Condition herein after contained is mentioned and expressed: **And this Indenture further witnesseth**, that for the Considerations aforesaid, and in further Pursuance of the said Power reserved and given to him the said *Sir J. M.* in and by Virtue of the said Proviso herein before mentioned to be contained in the said in Part recited Indenture of Marriage Settlement, and by Virtue of all and every Power and Powers enabling him the said *Sir J. M.* hereunto, and in further Pursuance of the first herein before in Part recited Decree, **He** the said *Sir J. M.* **Hath** limited, appointed and demised, and by these Presents **Doth** limit, appoint and demise **All** the said Manor, &c. unto the said *R. M.* and *W. P. W.* their Executors, Administrators and Assigns; **To have and to hold** the said Manor, &c. hereby limited and appointed, or mentioned or intended to be hereby limited and appointed, and every Part and Parcel thereof, with their and every of their Rights, Members and Appurtenances unto the said *R. M.* and *W. P. W.* their Executors, Administrators and Assigns, from henceforth, for and during, and unto the full End and Term of 1000 Years without Impeachment of or for any Manner of Waste: **Provided always** and these Presents are upon this express Condition, that if the said *Sir J. M.* his Heirs, Executors, Administrators or Assigns, or any other Person or Persons that shall be intitled to the Reversion, Remainder and Inheritance of the said Manor and Premises so limited and appointed for the said Term of 1000 Years as aforesaid, immediately expectant upon the same Term, shall and do well and truly pay or cause to be paid unto the said *R. M.* and *W. P. W.* their Executors, Administrators or Assigns (at or in the common Dining-hall of *Gray's Inn* aforesaid) the full and just Sum of 2100 *l.* of lawful Money of *Great Britain* in Manner following, (that is to say) the Sum of 50 *l.* Part thereof on the — Day of — next ensuing the Day of the Date of these Presents, and the Sum of 2050 *l.* Residue and in full Payment and Satisfaction of the said Sum of 2100 *l.* upon the — Day of — which shall be in the Year of our Lord 17— without making any Abatement, Deduction or Defalcation out of the same or any Part thereof, for or in respect of any Taxes, Charges, Payments or Assessments already taxed, charged or assessed, or hereafter to be taxed, charged or assessed by any Act or Acts of Parliament made or to be made, or by any other Power or Authority whatsoever; **In Trust nevertheless** for the Benefit of the said *L. H.* the Infant in Manner as the same is bequeathed to him by his said late Father's Will; **Subject nevertheless** to the Devises over upon such Contingencies as in the said in Part recited Will of the said *Sir G. H.* the Testator are mentioned and expressed; that then these Presents and the said Term of 1000 Years hereby limited and appointed as aforesaid, and every Article, Clause and Thing herein contained, shall cease, determine and be utterly void and of none Effect to all Intents and Purposes whatsoever; any Thing in these Presents contained to the contrary thereof in any wise notwithstanding; **And** the said *Sir J. M.* for himself, his Heirs, Executors, Administrators and Assigns, doth covenant, promise and grant to and with the said *R. M.* and *W. P. W.* their Executors, Administrators and Assigns, and to and with every of them, by these Presents in Manner and Form following, (that is to say) that he the said *Sir J. M.* his Heirs, Executors, Administrators or Assigns, shall and will, without any Abatement, Deduction or Defalcation of any Part thereof, for or in Respect of any Taxes, Charges, Payments or Assessments as aforesaid, well and truly pay, or cause to be paid unto

the said *R. M.* and *W. P. W.* their Executors, Administrators or Assigns, at the Place of Payment before mentioned, the said Sum of 2100*l.* of, &c. in Manner and Form aforesaid, at or upon the several Days herein before limited or appointed for the Payment thereof; **And, &c.** good Right, &c. to charge the said Manors, &c. with the Payment of the said Sum of 2100*l.* and to limit and appoint the same Manors, &c. unto the said *R. M.* and *W. P. W.* their Executors, Administrators and Assigns, for and during the said Term of 1000 Years in Manner aforesaid; and according to the true Intent and Meaning of these Presents, **And peaceable Enjoyment till Default, free, &c. further Assurance, &c. In Witness, &c.**

A Mortgage in Fee (of Part of an Infant's Money devised to her by Will) to two Trustees, in Pursuance of a Decree in Chancery and of a Master's Report, with the Master's Approbation, &c.

THIS Indenture, Quadripartite, &c. Between *J. A.* of, &c. of the first Part, *E. J.* of, &c. Widow, sole Executrix of the last Will and Testament of Dame *R. M.* late of *L.* Widow, her late Mother deceased, of the second Part, *R. L. B.* an Infant (Grand-daughter of the said Dame *R. M.* deceased) of the third Part, and Sir *W. J.* of, &c. Knight, and *W. N.* of, &c. Esq; of the fourth Part. **Whereas** the said Dame *R. M.* in and by her last Will and Testament in Writing, bearing Date on or about the 16th Day of *December*, which was in the Year, &c. declared she would have 10,000*l.* laid out in Lands and settled on her Grand-daughter *R. L. B.* of which she should till the Age of 18 have no Interest or Benefit, but then the Land made over to her in Trust for the Use of her and her Children after her, and thereby desired the said Sir *W. J.* Mr. *L. B.* (Father of the said *R. L. B.*) and whoever else her Daughter *E.* should marry, to be Trustees for the said *R. L. B.* and desired her Daughter *E.* whom she made sole Executrix and residuary Legatee, to take care that the 10,000*l.* settled on the said *R. L. B.* should be so put into Trustees Hands for her own proper Use, that if she should have an ill Husband, he may have no Benefit from it, nor she be able to cut off the Intail: **And whereas** afterwards (*viz.*) in or about the Month of *January*, which was in the Year, &c. the said Dame *R. M.* departed this Life without having revoked or altered the said Will; after whose Death the said *E. J.* duly proved the said Will in the Prerogative Court of *Canterbury*, and took upon her the Burden and Execution of the said Will, as in and by the Probate thereof, under Seal of the said Prerogative Court, Relation, &c. **And whereas** the said *E. J.* possessed herself of all the personal Estate of the said Dame *R. M.* more than sufficient to pay all her Debts, Legacies and Funeral Expences: **And whereas** the said *R. L. B.* on or about the second Day of *December* last past before the Date of these Presents, attained her said Age of 18 Years: **And whereas** the said Mr. *L. B.* and *J. J.* Esq; who had married the said *E.* the Daughter of the said Dame *R. M.* (two of the Trustees intended by the said Will of the said Dame *R. M.* for the Purposes aforesaid) are both since dead; and the said Sir *W. J.* was unwilling to act in the said Trust without the Decree of the High Court of Chancery to indemnify him for so doing: **And whereas** by a Decree or decretal Order of the said Court of Chancery, made by the Right Honourable the Master of the Rolls the 17th Day of *February* last past before the Date of these Presents, in a certain Cause then and there depending between the said *R. L. B.* by *F. L. B.* her next Friend, Plaintiff, the said *E. J.* and Sir *W. J.* Defendants, it was ordered and decreed, that the said Defendant Mr. *J.* should lay out the said Sum of 10,000*l.* in a Purchase of Lands to be approved by Mr. *S.* one of the Masters of the said Court of Chancery; and that any of the said Parties should be at Liberty to propose proper Purchases before the said Master; and it being proposed that the said *W. N.* should be added a Trustee to the said Defendant Sir *W. J.* it was ordered and decreed that the Lands when purchased should be conveyed to the said Sir *W. J.* and *W. N.* and their Heirs in Trust, to permit the Plaintiff the said *R. L. B.* to receive the Rents and Profits thereof to her own separate Use during her Life, with Remainder to Trustees to preserve contingent Remainders; Remainder to the first and other Sons on the Body of the Plaintiff the said *R. L. B.* lawfully to be begotten in Tail Male, with Remainder to them in Tail General; and in Default of such Issues, then to the Daughter and Daughters on the Body of Plaintiff, the said *R. L. B.* lawfully to be begotten in Tail, the Daughters, if more than one, to take as Tenants in Common and not as Jointenants, with cross Remainders amongst the Daughters; Remainder in Fee to the Defendant *E. J.* and until such Purchase of Lands should be found wherein to invest the said 10,000*l.* the said Sum of 10,000*l.* was to be placed out at Interest on Government or other good Securities, with the Approbation of the said Master, in the Names of the said Defendant Sir *W. J.* and of the said *W. N.* and the Interest thereof, as the same should become due, to be from Time to Time paid to the several Person and Persons as would be intitled to the Rents and Profits of the said Lands, in case the same were purchased and settled as aforesaid; and the said Sir *W. J.* and *W. N.* are to declare the Trusts thereof accordingly, as in and by the said Decree or decretal

Recitals, *viz.*
As to the Will whereby the 10,000*l.* is given to the Infant. Trusts thereof.

As to Testatrix's Death.

Her Executrix's proving the Will.

As to Infants present Age. As to two of Trustees Death.

As to Decree in Chancery, whereby Lands to be purchased and settled.

Uses, &c.

Until Purchase made, Monies to be put out at Interest.

The Interest to be paid according to the Use and Settlement.

decretal Order, remaining as of Record in the said High Court of Chancery (Relation being thereunto had) may, amongst other Things, appear: **And whereas** it hath been proposed, that until the said Sum of 10,000 *l.* can be laid out in the Purchase of Lands, to by settled as aforesaid, that the Sum of 3500 *l.* Part thereof may be placed out at Interest, on Security of the Messuages, Lands, Tenements, and Hereditaments herein after mentioned: **And whereas** the said Mr. S. by his Report bearing Date the second of this Instant, and made in the said Cause, did certify that a Proposal had been made by the said *W. N.* that the Sum of 3500 *l.* Part of the said Sum of 10,000 *l.* should be placed out at Interest upon the Security of the Lands, Tenements and Hereditaments herein after mentioned, until the same could be vested in the Purchase of Lands, and that he did approve thereof, and did direct the said *E. J.* to place out the said Sum of 3500 *l.* accordingly upon the said Security, as in and by the said Master's Report, remaining as of Record in the said Court of Chancery, Relation being thereunto had, may appear: **Now this Indenture witnesseth**, that for and in Consideration of the said Sum of 3500 *l.* of, &c. to the said *J. A.* in Hand well and truly paid by the said *E. J.* at or before the Ensealing and Delivery of these Presents, (*In Pursuance of the said Order and Report, and with the Approbation of the said Master, testified by his Signing his Approbation in the Margin of these Presents*) the Receipt of which said Sum of 3500 *l.* he the said *J. A.* doth hereby acknowledge, and thereof, and of every Part thereof, doth acquit, release and discharge the said *E. J.* her Executors and Administrators for ever, by these Presents; and also for and in Consideration of the Sum of 10*s.* of like lawful Money to the said *J. A.* in Hand likewise paid by the said Sir *W. J.* and *W. N.* the Receipt whereof is hereby acknowledged, he the said *J. A.* hath granted, bargained, sold, aliened, released and confirmed, and by these Presents doth, &c. unto the said Sir *W. J.* and *W. N.* (in their actual Possession, &c.) **All** the Scite and Capital Messuage or Mansion-house of the Manor of, &c. and the Reversion, &c. Remainder yearly, and other Rents, Issues, Services, and Profits of all and singular the said Premises, and every Part and Parts thereof, with their and every of their Appurtenances, and all the Estate, Right, Title, Interest, Trust, Property, Claim and Demand whatsoever of him the said *J. A.* of, in and to the same Premises, every or any Part or Parcel thereof; **To have and to hold** the said Messuages, &c. and all and singular other the Premises hereby released, or meant, mentioned or intended so to be, and every Part and Parcel thereof, with their and every of their Appurtenances, unto the said Sir *W. J.* and *W. N.* their Heirs and Assigns, to the only proper Use and Behoof of the said Sir *W. J.* and *W. N.* their Heirs and Assigns for ever: **Provided always**, and these Presents are upon this expresse Condition nevertheless, that if the said *J. A.* his Heirs, Executors, Administrators or Assigns or any of them, do and shall well and truly pay or cause to be paid unto the said Sir *W. J.* and *W. N.* their Executors, Administrators or Assigns or any of them, (*upon the Trusts for the Benefit of the said R. L. B. above mentioned and declared in and by the last Will and Testament of the said Dame R. M. of and concerning the said Sum of 10,000 *l.**) the full and whole Sum of 3640 *l.* of lawful Money of Great Britain in Manner and Form following, *viz.* 70 *l.* Part thereof, on the 10th Day of December now next ensuing the Date hereof, and 3570 *l.* Residue and in full thereof, on the 10th Day of June then next following, and which will be in the Year of our Lord 17—, without Fraud or further Delay, and without any Deduction, Defalcation or Abatement out of the same, upon Account of any Taxes, Assessments, Impositions or other Matter or Thing whatsoever already imposed or hereafter to be imposed by Authority of Parliament, or otherwise howsoever; then this present Indenture to cease, determine and be void; any Thing herein before contained to the contrary thereof in any wise notwithstanding.

*A Demise of an Estate in Reversion from a Duke and his Trustee for 1000 Years, to the Mother of an Infant, for securing to him 10000 *l.* and Interest, in Pursuance of a Decree in Chancery.*

THIS Indenture made, &c. **Between** the most noble *J. Duke of M.* and the Right Monourable *J. Earl of W.* of the one Part, and *E. D.* of, &c. Widow, Relict and Administratrix of the Goods, Chattels, Rights and Credits of her late Husband *R. D.* late of, &c. deceased) of the other Part. **Whereas** by a Decree or Decretal Order made and pronounced in the High Court of Chancery on the 7th Day of March last past, in a certain Cause there depending between *R. A.* Widow, Plaintiff, and the said *E. D.* and *W. D.* (an Infant by his Guardian *T. J.*) *et al^o* Defendants, and also in certain cross Causes therein mentioned, in one whereof the said *E. D.* was Plaintiff, and the said *R. A.* and others were Defendants, and the other between the said *W. D.* (by his Guardian) Plaintiff, and the said *E. D.* *et al^o* Defendants, whereby (after reciting or setting forth as therein mentioned,) *It*

As to the Lending Part of the Monies.

As to the Master's Report thereon.

Considerations.

Master's Approbation.

Grant.

Lease for Years.

Habendum.

Proviso.

Recitals, *viz.*

As to a Cause touching the Infant's Money.

was

was (*inter alia*) ordered and decreed, that the Personal Estate late of the said *R. D.* (after his Debts paid) and also the Surplus of the Estate of *W. R. Merchant*, deceased, in the said Decree named, (to whom the said *R. D.* was Executor and Legatee thereof, as in the said Decree mentioned) should be put out at Interest on good Government or other Securities, to be approved of by *J. B. Esq.* (one of the Masters of the said Court) to whom the said Causes stood referred, as therein also mentioned, in the Name of the said *E. D.* for the Benefit of the Plaintiff the said *W. D.* the Infant; and that she the said *E. D.* should declare the Trust thereof, subject to the Order of the said Court; and that when the said Plaintiff *W. D.* should attain to his Age of 21 Years, he was to be at Liberty to apply to the said Court for what was coming to him, and then the same was to be transferred to him accordingly: **And whereas** *E. Dutcheſs Dowager of M.* is ſeiſed of an Estate for her Life, of and in the Manors, Meſſuages, Farms, Lands, Tenements, Tithes and Hereditaments herein after mentioned, and he the said *J. D. of M.* and *J. Earl of W.* as his Trustee, are ſeiſed in Fee of the Reversion and Inheritance of the said Manors and Premises: **And whereas** the said Maſter, by his Report made in the ſaid Cause the ſecond Day of this Inſtant *June*, hath certified, that the Surplus of the ſaid Teſtator's Personal Estate (after all his Debts and Legacies paid) amounts to the Sum of —: **And whereas** the Sum of — being the Surplus of the Teſtator *W. R.*'s Personal Estate, is in Purſuance of the ſaid Decree to be put out at Interest upon good Securities in the Name of the ſaid *E. D.* in Trust and for the Benefit of the ſaid *W. D.* as aforeſaid; and the ſaid Duke having Occaſion to borrow the Sum of 10000*l.* It is agreed, that the ſame ſhall be advanced and paid to him out of the ſaid Sum of — and he the ſaid Duke hath propoſed and agreed, that the ſaid Manors, &c. herein after mentioned (ſubject nevertheleſs to the ſaid Estate for Life of her the ſaid Dutcheſs Dowager therein) ſhall be demife to the ſaid *E. D.* as a Security for Repayment thereof, with Interest for the ſame, in ſuch Manner as herein after is mentioned: **And whereas** the ſaid Mr. *B.* the Maſter, by his Certificate bearing Date the Day next before the Day of the Date hereof hath allowed the Manors, Hereditaments and Premises, hereby intended to be demife, as and for a good and ſufficient Security for the Payment of the ſaid Sum of 10000*l.* and Interest; and that the ſaid 10000*l.* in Purſuance of the ſaid Decree ſhould be put and placed out in the Name of the ſaid *E. D.* in Trust, and for the only Uſe and Benefit of the ſaid *W. D.* in Manner as therein mentioned, as by the ſaid Certificate duly filed may appear: **And whereas** the ſaid *E. D.* by her Deed Poll, bearing even Date with, and intended to be executed immediately after theſe Preſents, (Reciting as therein is recited) hath in Purſuance of the ſaid Decree acknowledged and declared, that the ſaid Sum of 10000*l.* and the Security therein recited for Payment of the ſame and the Interest thereof, was and is in Trust and for the only Uſe and Benefit of the ſaid *W. D.* her Son, as in and by the ſaid Deed Poll now depoſited, or ſo intended, in the Hands of the ſaid Maſter, may more fully appear: **Now this Indenture witneſſeth**, that in Purſuance of and in Obedience to the ſaid recited Decree, and for and in Conſideration of the Sum of 10000*l.* of, &c. to the ſaid *J. D. of M.* in Hand well and truly paid by the ſaid *E. D.* at or before the Executing of theſe Preſents, (being in Part of the ſaid Sum of — ſo reported due and to belong to the ſaid *W. D.* the Infant as aforeſaid) the Receipt of which Sum of 10000*l.* he the ſaid Duke doth hereby acknowledge, and thereof, &c. and alſo for and in Conſideration of the Sum of 10*s.* of like, &c. to the ſaid *J. E. of W.* in Hand alſo paid by the ſaid *E. D.* at or before the Executing of theſe Preſents, the Receipt whereof is by him hereby alſo acknowledged, he the ſaid *J. Duke of M.* and (by his Direction and Appointment, teſtified by his being a Party to and Executing of theſe Preſents) alſo the ſaid *J. Earl of W.* **Habe**, and each of them **Doth** granted, demife, bargained and ſold, and by theſe Preſents they the ſaid *J. Duke of M.* and *J. Earl of W.* and each of them **Doth** grant, &c. unto the ſaid *E. D.* her Executors, &c. **All** thoſe the Manors of, &c. except, &c. and the Reversion, &c. and all the Estate, &c. of the Mortgagor and his Trustee, &c. **To hold** the ſaid Manors, &c. (except as before excepted) her Executors, &c. from the Day next before the Day of the Date of theſe Preſents, for and during, and unto the full End and Term of 1000 Years from thence next enſuing, without Impeachment of or for any Manner of Waſte, (Subject nevertheleſs to the Estate for Life of her the ſaid *E. Dutcheſs Dowager of M.* therein as aforeſaid,) and fully to be compleat and ended, in Trust nevertheleſs for and for the only Uſe and Benefit of the ſaid *W. D.* the Infant, his Executors, Adminiſtrators and Aſſigns; **Providing and paying** therefore yearly, during the ſaid Term of 1000 Years, the Rent of one Pepper-corn only, if the ſame ſhall be lawfully demanded. **Provided always**, and theſe Preſents are upon this Condition nevertheleſs, that if the ſaid *J. Duke of M.* his Heirs, Executors or Adminiſtrators, or any of them, ſhall and do well and truly pay or cauſe to be paid unto the ſaid *E. D.* her Executors, Adminiſtrators or Aſſigns, (in Trust nevertheleſs for the ſaid *W. D.* as aforeſaid) at or in, &c. the full Sum of 10000*l.* of, &c. in Manner as follows, *viz.* the Sum of — Part thereof, on the — Day of — without any Deduction, &c.

And ſhe to
give a De-
claration of
Trust, &c.

As to the
Dutcheſs
Dowager's
Eſtate.

As to the Ma-
ſter's Report.

As to 10000*l.*
thereof, being
lent to the
Duke, and
his Agreement
to demife his
Reversion.

As to the Ma-
ſter's Allow-
ance.

As to the Mo-
ther's Deed
acknowledg-
ing the Trust,
and depoſited
in the Maſter's
Hands.

Confidera-
tion.

Demife.

Premiſſes.
Habendum.

Proviſo.

&c. then to be void, &c. (Covenants from the Duke, viz. To pay the money; that he and his Trustees have good Right to demise Premises cum pertinentiis unto the said E. D. her Executors, &c. for the said Term of 1000 Years, in Manner as aforesaid, (subject nevertheless to the said Estate for Life of her the said Duchess Dowager of M. therein as aforesaid); and further, that in case Default shall be made in Payment of the said Sum of 10400 l. or any Part thereof, contrary, &c. it shall and may be lawful for the said E. D. her Executors, &c. from and after the Death of the said Duchess Dowager of M. to enter, &c. in Trust nevertheless to and for the only Use and Benefit of the said W. D. the Infant, his Executors, &c. without any Let, &c. and free from Incumbrances, &c.) **And moreover** that in case Default shall be made in Payment of the said Sum of 10000 l. or any Part thereof, contrary to the said Proviso and Covenant for Payment thereof, that then and in such Case they the said J. Duke of M. and J. Earl of W. and their respective Heirs, and all and every other Person and Persons whatsoever, any Estate, Right, Title or Interest, having or lawfully claiming of, in or to the said hereby granted and demised Manors, &c. or any Part thereof, (other than and except the said E. Duchess Dowager of M. for or in Respect of her Estate for Life therein as aforesaid,) shall and will from Time to Time and at all Times then after, at and upon the reasonable Request of the said E. D. her Executors, &c. (but at the proper Costs and Charges of the said J. Duke of M. his Heirs and Assigns) make, &c. or cause or procure to be made, &c. all and every such further and other lawful and reasonable Act and Acts, &c. be the same by Fine, Recovery or otherwise howsoever, as well for the further, better, more perfect and absolute Assigning of all and singular the said hereby demised Manors, &c. cum pertinentiis, unto the said E. D. her Executors, &c. for and during all the then Rest and Residue of the said Term of 1000 Years, as also for the Conveying and Assuring of the Fee-simple and Inheritance of the same Premises, unto and to the Use of, or in Trust for the said E. D. her Heirs and Assigns, nevertheless in Trust and for the only Use and Benefit of the said W. D. as aforesaid, as by, &c. (A Declaration, That the said Duke shall enjoy, &c. Subject to the Duchess's Estate for Life, &c.) **In Witness, &c.**

Further Assurance.

A Mortgage of Tolls and Duties settled by Act of Parliament upon Highways, &c.

THIS Indenture Tripartite, &c. Between Sir J. C. (et al, 15 other Persons) Trustees named in an Act of Parliament made and passed in the tenth Year of his present Majesty's Reign, (Intituled, an Act for repairing the Roads from H. Bridge Hill to the Town of B. and also the Roads from H. Bridge Hill aforesaid, to the Town of O. in the County of S.) of the first Part, J. C. of, &c. of the second Part, and T. W. of, &c. of the third Part. **Whereas** sundry Tolls and Duties are granted, and Monies thereby to be collected for the Repairing and keeping in Repair the said Roads, according to the said Act of Parliament, in Manner therein mentioned, and by the said Act it is mentioned, that the said Money so to be collected after the Passing the said Act, and the reasonable Charges expended or to be expended in, about or by Reason of passing the same, by receipt of the said Tolls and Duties, will not at present be sufficient for the speedy Repair of the said Roads; it is thereby therefore further Enacted by the Authority aforesaid, that the said Trustees or any fifteen or more of them, shall and may and are thereby impowered from Time to time, by Writing under their Hands and Seals, to assign over the said Tolls or Duties thereby granted, or any Part thereof, (the Costs and Charges whereof to be born and paid out of such Tolls and Duties) for any Time or Term for which the same is thereby directed to be paid, or for any Part of such Time or Term, as a Security for any Sum or Sums of Money by them to be borrowed for that Purpose, to such Person or Persons or their Trustees, as should advance the same, to secure the Payment thereof, with such Interest as the said Trustees, or any fifteen or more of them should think fit to give, not exceeding the Rate of 4 l. per Cent. per Ann. which said Money, when so borrowed, shall after Payment of the Expences of obtaining that Act, be so applied and disposed of, as the said Tolls and Duties are to be applied and disposed of by Virtue thereof, and to no other Use or Purpose whatsoever: **And whereas**, pursuant to the said Act of Parliament, a great Number of the said Trustees, upwards of fifty, did meet together at the Sign of, &c. in the said Town of B. on the, &c. and then did unanimously choose the said T. W. to be their Treasurer and Receiver, and also chose other Officers, and then did agree to borrow and take up at Interest the sum of 1200 l. and to pay Interest after the Rate of 4 l. in the Hundred by the Year for the same, which the said J. C. hath agreed to advance and lend on the Credit of the said Act of Parliament: **Now this Indenture witnesseth**, that for and in Consideration of the sum of 1200 l. in Hand paid by the said J. C. to the said T. W. in Order and upon Trust to pay and satisfy the reasonable Charges expended or to be expended about or by reason of passing the said Act of Parliament and of these Presents, in Trust to apply the Residue of the said Sum of 1200 l. in the speedy Repairs of the said Highways,

the Receipt of which said Sum of 1200*l.* the said *T. W.* doth hereby acknowledge, and thereof, &c. and in Consideration of 1*s.* a-piece to them the said Sir *J. C. et al^s*, in Hand likewise paid by the said *J. C.* the Receipt, &c. they the said Sir *J. C. et al^s* have assigned, transferred and set over, and by these Presents **Do** assign, transfer and set over unto the said *J. C.* his Executors, Administrators and Assigns, **All** and every the Duties and Tolls granted or made payable by the said Act of Parliament, with all the Ways, Means, Powers and Authorities, for the Collecting, Raising and Gathering in the same; **To have**, hold, perceive and take the same to his and their own Use, during the Residue of the Term of 21 Years, granted in and by the said Act of Parliament now to come and unexpired: **Provided always**, and upon this Condition nevertheless, that if the said Trustees, appointed or to be appointed by the said Act of Parliament, for the Time being, or any of them, or the Receiver or Treasurer of the said Trustees for the Time being, do and shall well and truly pay or cause to be paid to the said *J. C.* his Executors, Administrators or Assigns, the full and just Sum of 1248*l.* of lawful Money of Great Britain, in Manner following; that is to say, 24*l.* Part thereof on the eighth Day of January next ensuing the Date of these Presents, and the further Sum of 1224*l.* Residue thereof upon the eighth day of July, which shall be in the Year of our Lord 17—, without any Deduction, Defalcation or Abatement out of the same, or any Part thereof, then this Assignment and Transfer, and the Powers and Authorities hereby assigned and transferred to the said *J. C.* shall cease, determine and be of no Effect. **And** it is hereby declared and agreed by and between all the Parties to these Presents, that until Default shall be made in the Payment of the said 1248*l.* or some Part thereof, contrary to the Proviso herein before contained, that it shall and may be lawful to and for the said Trustees, appointed or to be appointed under the said Act of Parliament, their Treasurer, Receiver, or other their Agents, to receive and take the Duties and Tolls granted as aforesaid, and to manage the same in Manner by the said Act of Parliament appointed, and apply the same to the Uses, Intents and Purposes, in and by the said Act expressed, directed and appointed. **In Witness, &c.**

A double Mortgage from two Coheirs and their Husbands, of several Parts and for several Sums, with a Covenant for levying a Fine, the Uses whereof respectively declared for 500 and 600 Years.

Recitals, viz.
the Decree.

Master's Report what due to Mr. T.

Mr. T.'s Transfer to M. W.

THIS Indenture Tripartite, &c. Between *R. T.* of, &c. and *M.* his Wife, (one of the six Daughters and Coheirs of *S. B.* and *F.* his Wife, both deceased) of the first Part, *J. B.* of, &c. Upholder, and *L.* his Wife, (one other of the six Daughters and Coheirs of the said *S. B.* and *F.* his Wife) of the second Part, and *G. J.* of, &c. Gent. of the third Part. **Whereas**, by a Decree or Decretal Order made and pronounced in the High Court of Chancery at the Rolls, on the fourth Day of March, which was in the second Year, &c. in a certain Cause then and there now depending, wherein *H. B.* and *E.* his Wife, *A. W.* Widow, and *T. P.* and *J.* his Wife, were Plaintiffs, and *J. B.* (since deceased) and *F.* his Wife, the said *L. B.* then *L. H.* Widow, the said *M. T.* then *M. B.* Spinster, an Infant, by the said *J. B.* her Guardian, and *J. T. et al^s*, Defendants, whereby after reciting or setting forth as therein mentioned, *It was* (amongst other Things) ordered and decreed that a Commission should issue out of the said Court to divide the Premises in Question therein mentioned, into six Parts; and that the said Plaintiffs and Defendants, the six Children and Coheirs of the said *F. B.* were respectively to name Commissioners for that Purpose; and the said Commissioners so named, were to divide the said Premises into six parts, and to allot to each of the said Coheirs a sixth Part thereof; and the said Plaintiffs and Defendants, the Coheirs and their Heirs, were to hold and enjoy their respective sixth Part, according to the Allotment made thereof to them by the said Commissioners; and it was thereby further ordered, that it should be referred to Mr. *K.* one of the Masters of the said Court, to take an Account of what was due to the said Defendant *T.* for Principal Money, Interest and Costs, by Virtue of a Mortgage therein recited to be made from the said *F. B.* deceased, to the said *J. T.* of four Messuages or Tenements therein mentioned (being Part of the said Premises) for securing Payment to him of the Sum of 1000*l.* and Interest, and that the same was to be paid to him by the said Coheirs in equal Proportions, at such Time and Place as the said Master should appoint, and thereupon the said Defendant *T.* was to reconvey the said mortgaged Premises to such Person as the said Coheirs should appoint, and in such Manner as in the said Decree is expressed: **And whereas** the said Master in Pursuance of the said Decree, by his Report dated—(after setting forth as therein mentioned) did thereby certify, that there was then due to the said Defendant *T.* for Principal Monies, Interest and Costs, by Virtue of his said Mortgage, the Sum of 1069*l.* **And whereas** by Indentures of Lease and Release, bearing Date respectively the 30th of November, &c. the

Release

Release being *Tripartite*, and made between the said *J. T.* of the first Part, the said *H. B.* and *E.* his Wife, *A. W. T. P.* and *J.* his Wife, *J. B.* and *F.* his Wife, *L. H.* and *M. B.* of the second Part, and *E. W.* of the third Part, reciting in the said Release (*inter alia*) the said herein before recited Decree and Master's Report, and that there was then due to the said *J. T.* the Sum of 1069 *l.* It is witnessed, that for that Sum paid by the said *E. W.* to the said *J. T.* ~~He~~ the said *J. T.* (by the Direction of the said *H. B.* and *E.* his Wife, *A. W. T. P.* and *J.* his Wife, *J. B.* and *T.* his Wife, *L. H.* and *M. B.* testified as therein mentioned,) Did bargain, sell and release, and they the said *H. B.* and *E.* his Wife, *A. W. T. P.* and *J.* his Wife, *J. B.* and *F.* his Wife, *L. H.* and *M. B.* did thereby grant, ratify and confirm unto and to the Use of the said *E. W.* his Heirs and Assigns, the before mentioned mortgaged Hereditaments and Premises; **Subject nevertheless** to a Proviso in the said Indenture of Release contained for Redemption of the said Premises, on Payment of the said Sum of 1069 *l.* and Interest, in Manner as therein mentioned: **And whereas** *R. A. C. K. H. B.* The Commission and Certificate thereon.
J. P. P. L. and *S. C.* Commissioners named, authorized and appointed, in a Commission made out in Pursuance of the said recited Decree for dividing the said Premises in Question, by their Certificate under their Hands, dated the 10th Day of *February* now last past, did thereby certify unto the Lord High Chancellor of *Great Britain*, that they had entered upon and viewed the Estates in Question late of her the said *F. B.* deceased; and as to her Estate in the Parish of *St. J.'s*, (being six Messuages or Tenements, with the Appurtenances in *Q.* Street near *G. Square* in the County of *M.* being Part thereof) they the said Commissioners had divided the same in six equal Parts, which they by Balloting had allotted to and amongst the said six Coheiresses, according to the Tenor of the said Commission; and as to the several Parts of them the said *M. Y.* (then *M. B.*) and *L. B.* the same was allotted to them in the Manner as therein and herein after mentioned, *viz.* They the said Commissioners did thereby allot unto the said *M. B.* (now *M. Y.*) and to her Heirs, one Messuage, &c. and Yard, as therein particularly bounded, &c. in the Occupation of Captain *R. W.* at 30 *l.* per *Ann.* and they the said Commissioners did hereby allot unto the said *L. B.* and her Heirs, the Messuage, &c. and Garden, in the Occupation of *R. A. Esq.* at 53 *l.* 15 *s.* 6 *d.* per *Ann.* and it is by the said Certificate mentioned, that in Regard the said Messuage or Tenement in the Possession of the said *R. A.* allotted to the said *L. B.* was of greater Value than any of the other five Messuages or Tenements allotted to the Rest of the said Parties; therefore the said Commissioners, in Order to make the Allotment of each Party of equal Value, did charge the said Messuage or Tenement, in the Possession of the said *R. A.* allotted to the said *L. B.* with the several Sums of Money to be paid by the said *L. B.* as follows, *viz.* To the said *M. B.* (now *M. Y.*) 21 *l.* to the said *A. W.* 21 *l.* to the said *E. B.* 21 *l.* to the said *J. P.* 57 *l.* and to the said *F. B.* 75 *l.* and further mentioning in the said Certificate, that the said Commissioners had found, that four of the said six Houses in *Q.* Street, *viz.* the Houses allotted to the said *M. B.* (now *M. Y.*) *A. W.* *E. B.* and *L. B.* were subject to a Mortgage of 1000 *l.* made by all the said Coheirs, and that the same was to be born equally by all the said Coheirs, therefore the Houses thereby allotted to the said *J. P.* and *F. B.* were by them the said Commissioners certified to contribute an equal Share of the said 1000 *l.* and Interest, with the Houses charged with the said 1000 *l.* and Interest: **And whereas** by a subsequent Order made in the said Cause, dated the 11th Day of *March* now last past, it was ordered, that the before recited Certificate, and all the Matters and Things therein contained, should stand ratified and confirmed by the Order and Decree of the said Court to be performed by all Parties thereto, according to the Tenor and true Meaning thereof, unless the Parties concerned, or their respective Clerks in Court having Notice thereof, should within eight Days after such Notice, shew unto the said Court good Cause to the contrary: **And whereas** by another subsequent Order made in the said Cause, dated the 18th Day of this Instant *June*, whereby (after setting forth the last recited Order) upon Motion made by Mr. *F.* Counsel for the Defendants *J. B.* and *L.* his Wife, and *M. B.* it was alledged, that the Clerks in Court for the other Parties, Plaintiffs and Defendants, had been duly served with the same Order, as by Affidavit appeared, and that no Cause had been shewn to the contrary, as by the Register's Certificate appeared; it was therefore prayed, that the said Order of the 11th of *March* last might be made absolute against the said Plaintiffs and Defendants so served therewith, which was ordered accordingly, as in and by the said in Part recited Decree, Master's Report, Indentures of Lease and Release, Commission, Certificate, and subsequent Order, Relation being to them respectively had, more fully and at large may appear: **And whereas** by Virtue of the said recited Decree, Commission, Certificate, and subsequent Orders, the the said *M. Y.* and her Heirs, are now legally intitled to the Fee-simple and Inheritance of one of the said Messuages or Tenements and Premises situate in *Q.* Street aforesaid, now in the Occupation of the said *R. W.* so allotted to her as aforesaid, (**Subject nevertheless** to the Payment of her sixth Part of the said Principal and Interest Monies so secured to the said *E. W.* thereon as aforesaid); 116 *l.* and Interest.
As to Mrs. *Y.'s* Part.
As to Mrs. *B.'s* Part, and Charge thereon to her Sisters.
Order to confirm Certificate, unless Cause, &c.
Confirmation thereof.
Mrs. *Y.'s* Right and Agreement to demise her Part to *M. Y.* for securing

The like as to
Mr. B for
50 l. and In-
terest.

First Consid-
eration as to
Mr. T. and
his Wife's De-
mise for secu-
ring the 116 l.
and Interest.

Second Con-
sideration as
to Mr. B. and
his Wife's De-
mise for secu-
ring 50 l. and
Interest.

As to the Fine
from both
Grantors and
their Wives.

As to Mr. A's
Part of Pre-
misses.

and they the said R. T. and M. his Wife, having occasion to borrow the Sum of 116 l. he the said G. J. (at their Request) hath agreed to advance the same to them, and to accept of the Demise by them herein after made of the same Premises, for securing Repayment thereof with Interest, in such Manner and subject as herein after is for that Purpose mentioned: **And whereas** she the said L. B. and her Heirs, by Virtue of the said Decree, Commission, Certificate and subsequent Orders, is now also legally intituled to the Fee-simple and Inheritance to another of the said Messuages or Tenements in *Queen Street* aforesaid, now in the Occupation of the said R. T. so allotted to her as aforesaid; (**Subject nevertheless** to the Payment of her sixth Part of the said Principal and Interest Monies so secured to the said E. W. thereon as aforesaid, and also subject to the Payment of the said several Sums of 21 l. 21 l. 21 l. 57 l. and 75 l. so charged and payable out of the same Premises to them the said M. T. A. W. E. B. J. P. and F. B. as aforesaid); **And they** the said J. B. and L. his Wife, having also Occasion to borrow the Sum of 50 l. he the said G. J. (at their Request) hath likewise agreed to advance them the same, and to accept of the Demise by them herein after made of the same Premises, for securing Repayment thereof, with Interest, in such Manner and subject as herein after also for that Purpose mentioned and expressed: **Now this Indenture witnesseth**, that for and in Consideration of the Sum of 116 l. of lawful, &c. to them the said R. T. and M. his Wife, or one of them, in Hand well and truly paid by the said G. J. at, &c. the Receipt, &c. they the said R. T. and M. his Wife **have**, and each of them **hath** granted, demised, bargained and sold, and by these Presents **do**, and each of them **doth** grant, &c. unto the said G. J. his Executors, Administrators and Assigns, all that the before mentioned Messuage, &c. **to have and to hold** the said Messuage, &c. with their and every of their Appurtenances, unto the said G. J. his Executors, Administrators and Assigns, from the Day next before the Day of the Date of these Presents, for and during, and unto the full end and Term of 500 Years, from thence next ensuing, and fully to be compleat and ended; (**Subject nevertheless** to the Payment of the sixth Part of them the said R. T. and M. his Wife, of and in the said Principal and Interest Monies so secured to the said E. W. and charged and allotted on the same Premises as aforesaid); **Yielding and paying** therefore yearly and every Year, during the said Term on the Feast-Day of St. Michael the Archangel, the Rent of one Pepper-corn only, if the same shall be lawfully demanded: **And this Indenture further witnesseth**, that for and in Consideration of the said Sum of 50 l. of like lawful Money to them the said J. B. and L. his Wife, or one of them, in hand also well and truly paid by the said G. J. at or before the Executing of these Presents, the Receipt, &c. do hereby acknowledge, and thereof do hereby severally acquit, exonerate and discharge the said G. J. his Executors, Administrators and Assigns, they the said J. B. and L. his Wife **have**, and each of them **hath** granted, &c. and by these Presents **do**, and each of them **doth** grant, &c. unto the said G. J. his Executors, Administrators and Assigns, **All that, &c. to have and to hold** the said Messuage, &c. unto the said G. J. his Executors, Administrators and Assigns, from the Day next before the Day of the Date of these Presents, for and during, and unto the full End and Term of 600 Years, from thence next ensuing, and fully to be compleat and ended; (**Subject nevertheless** to the Payment of the sixth Part of them the said J. B. and L. his Wife, of and in the said Principal and Interest Monies so secured to the said E. W. and charged and allotted on the same Premises as aforesaid, and as to the same Premises subject also to the Payment of the said several and respective Sums of 21 l. 21 l. 21 l. 57 l. and 75 l. so charged and payable thereon to them the said M. T. A. W. E. B. J. P. and F. B. by the said recited Certificate, in Manner as aforesaid); **Yielding and paying** therefore yearly and every Year, during the same Term for the same Premises, on the Feast-Day of St. Michael the Archangel, the Rent of one Pepper-corn only (if the same shall be lawfully demanded); **And** for the further and better securing Payment of the said several and respective Sums of 116 l. and 50 l. together with Interest for the same, unto the said G. J. his Executors, Administrators and Assigns, in Manner as herein after mentioned, and also for the Conveying and Assuring of the said several hereby demised Messuages or Tenements, Hereditaments and Premises, to and for the several Uses, Intents and Purposes herein after mentioned and limited of and concerning the same respectively, subject nevertheless in Manner as aforesaid, he the said R. T. for himself, and for the said M. his Wife, and for their respective Heirs; **And, &c. (Covenant that R. Y. and M. his Wife, and J. B. and L. his Wife levy a Fine) And, &c. (Declaration of the Uses of the Fine)**; (that is to say) **As to**, for and concerning the said first hereby demised Messuage or Tenement, Yard, Hereditaments and Premises, with their Appurtenances, so granted and demised by the said R. T. and M. his Wife, unto the said G. J. as aforesaid, and as the same Premises now are in the Occupation of the said R. W. or his Assigns; **Subject nevertheless** as to the same Premises, as the same are herein before subject and charged, **And so Subject**, then to the Use and behoof of the said G. J. his Executors, Administrators and Assigns, for and during the said

said Term of 500 Years so granted to him of and in the same Premises as aforesaid, for the better Corroborating and Strengthening of the same Term; and from and immediately after the End, Expiration, or other sooner Determination of the said Term of 500 Years, and Payment of the said 116 l. and Interest, hereby secured on the said Premises and subject thereunto; then as to all and singular the same Hereditaments and Premises, to the only Use and Behoof of the said R. Y. his Heirs and Assigns for ever, and to, for and upon no other Use, Intent or Purpose whatsoever; And as to, for and concerning the said other hereby demised Messuage or Tenement, Garden, Hereditaments and Premises so granted and demised by the said J. B. and L. his Wife, unto the said G. J. as aforesaid, and as the said Premises are now in the Occupation of the said R. A. or his Assigns, subject nevertheless, as to the same Premises, in such Manner as the same are herein before charged in Manner as aforesaid, and so subject then to the Use and behoof of the said G. J. his Executors, &c. for and during the said Term of 600 Years so granted to him of and in the same Premises as aforesaid, for the better Corroborating, &c. **Provided always**, and upon this Condition nevertheless, that if the said R. Y. his Heirs, Executors, Administrators and Assigns, or any of them, do and shall well and truly pay, or cause to be paid unto the said G. J. his Executors, Administrators or Assigns, the said Sum of 116 l. of lawful Money of Great Britain, together with legal Interest for the same, at or in the common dining Hall of New-Inn aforesaid, on the — Day of — now next ensuing the Day of the Date hereof, without any Abatement, Deduction or Defalcation out of the same, or any Part thereof, for or in Respect of any Taxes, Charges, Payments or Assessments whatsoever, already or hereafter to be taxed, charged or assessed on the said Sum of 116 l. or the growing Interest thereof, or on the said Premises charged with the Payment thereof, or on the said G. J. in Respect thereof, by Parliament, or otherwise howsoever; that then the said Term of 500 Years herein before limited of and in the same Premises, shall from thenceforth cease, determine, and be utterly void and of none Effect, to all Intents and Purposes whatsoever; any Thing herein contained to the contrary thereof in any wise notwithstanding; (*usual Covenants*): **And also** that he the said R. Y. his Heirs, Executors, Administrators or Assigns, at his and their own proper Costs and Charges, shall and will, from Time to Time, and at all Times, during the Continuance of the Security by him hereby made, insure and continue to be insured in the Office of the Amicable Contributionship or Society, commonly called *The Hand in Hand Office*, or in some other publick Office of Insurance from Fire, to be approved of by the said G. J. his Executors or Assigns, upon the said hereby demised Messuages and Premises comprised in the said Term of 500 Years, the Sum of 200 l. at the least, and that the Benefit and Advantage, as well of all Insurances already or hereafter to be made on the same Premises, and all Monies arising thereby, shall go and be for the Benefit of the said G. J. his Executors and Assigns, during the Continuance of the said Security, for the better securing Payment to him and them of the said Sum of 116 l. and Interest, subject nevertheless to the aforesaid Proviso for Redemption; and it is hereby agreed and declared by and between all the Parties to these Presents, that until a Failure shall be made in Payment of the said Sum of 116 l. and Interest, or some Part thereof, (contrary to the true Intent and Meaning of these Presents) it shall and may be lawful to and for the said R. Y. his Heirs and Assigns, peaceably and quietly to have, receive, take and enjoy the Rents, Issues and Profits of the said Premises comprised in the said Term of 500 Years, to his and their own Use and Uses, without any Let, Suit, Trouble, Hindrance, Disturbance, Molestation or Interruption, of or by the said G. J. his Executors, Administrators or Assigns, and without any Account to be to him or them given or rendered for the same: **Provided always**, and upon this further Condition nevertheless, that if the said J. B. &c. (*The like Proviso and Covenants as before in Mr. Y.'s Demise of his Part, &c.*)

As to Mr. B.'s Part of Premises.

Proviso as to Mr. Y.'s Part of Premises.

To keep Premises insured.

Mortgage of Copyhold Premises by Surrender, November the 23d 17—.

Memozandum, That the Day and Year above written Sir T. S. S. Bart. (one of the Customary Tenants of the Manor aforesaid) did out of Court surrender by the Rod into the Hands of the Lord of the said Manor, by the Hands and Acceptance of J. W. Esq; Deputy Steward of the said Manor, according to the Custom of the said Manor, All that Messuage, &c. which said three last mentioned Messuages or Tenements, Farms and Premises, are holden of the Manor aforesaid by Copy of Court-Roll— together with all Ways, Waters, Watercourses, Commons, Profits, Commodities and Appurtenances whatsoever, to all and singular the said Premises belonging or in any wise appertaining, and the Reversion and Reversions, Remainder and Remainders thereof, and of every Part and Parcel thereof, **To the Use** and Behoof of W. P. W. of, &c. his Heirs and Assigns for ever, upon the Condition following, *viz.* **Provided always**, and upon Condition nevertheless,

that if the said Sir T. S. S. his Heirs, Executors or Administrators, do and shall well and truly pay, or cause to be paid unto the the said W. P. W. his Executors, Administrators or Assigns, the Sum of 3150*l.* of, &c. in Manner following, viz. the Sum of 75*l.* Part thereof on the 23d Day of May now next ensuing, and the Sum of 3075*l.* Residue thereof on the 24th Day of November, which will be in the Year of our Lord 17—without any Deduction or Abatement out of the same, by Reason of any Taxes or upon any Account whatsoever, then this present Surrender shall be void and of no Effect, or else to remain in full Force and Virtue.

This is a true Copy of the Original Surrender
taken by me (the Day and Year above written)
J. W. Deputy Steward of the said Manor.

T. S. S.

A Deed for making Interest Money Principal, and for securing a further Sum lent.

(By Indorsement.)

Whereas the within Principal Sum of 10000*l.* and the several Principal Sums of 500*l.* and 500*l.* mentioned in the two Indorsements on the Back of the second Skin of this Deed, and the above mentioned Principal Sum of 800*l.* are due and owing from the within named Sir W. D. to the within named W. **And whereas** the Sum of 293*l.* 17*s.* 6*d.* is due to the said W. from the said Sir W. D. for the Interest of the said several Principal Sums of 10000*l.* 500*l.* 500*l.* and 800*l.* computed to the 10th Day of May last past: **And whereas** the said Sum of 293*l.* 17*s.* 6*d.* is agreed to be made Principal Money: **Now these Presents witness,** that for and in Consideration of the said Sum of 293*l.* 17*s.* 6*d.* so due from the said Sir W. D. to the said W. for Interest as aforesaid, and to the Intent the same may from henceforth be Principal Money, and for and in Consideration of the further Sum of 6*l.* 2*s.* 6*d.* of, &c. by the said W. to the said Sir W. D. in Hand well and truly lent and paid at or before the Sealing and Delivery of these Presents, the Receipt whereof the said Sir W. D. doth hereby acknowledge, (the said several Sums of 293*l.* 17*s.* 6*d.* and 6*l.* 2*s.* 6*d.* amounting together to the Sum of 300*l.*) **The said Sir W. D.** doth hereby for himself, his Heirs, Executors and Administrators, covenant, agree and declare to and with the said W. his Executors, Administrators and Assigns, that the Manors, Messuages, Advowson, Lands, Tenements and Hereditaments within mentioned to be limited unto and to the Use of the said W. and his Heirs, and the several within mentioned Terms of 900 Years, 800 Years, and 2000 Years of and in the same Manors, Hereditaments and Premises, shall as well be liable to, and a Security for the Payment of the said Sum of 300*l.* and Interest for the same, after the Rate of 5*l.* per Cent. per Ann. (from henceforth to be computed) unto the said W. his Executors, Administrators and Assigns, for the said two several Principal Sums of 500*l.* and 500*l.* mentioned in the said two Indorsements written on the Back of the said second Skin of this Deed, and the Principal Sum of 800*l.* above-mentioned, with Interest for the same, as in the said Indorsement and above are mentioned, and for the said within mentioned Principal Sum of 10000*l.* and Interest, as is within mentioned, (All which said several Principal Sums of 10000*l.* 500*l.* 500*l.* 800*l.* and 300*l.* do amount together to 12100*l.* Principal Money): **Provided always,** that if the said Sir W. D. his Heirs, Executors, Administrators or Assigns, shall well and truly pay, or cause to be paid unto the said W. his Executors, Administrators or Assigns, the Sum of 301*l.* 8*s.* 3*d.* of good, &c. on the 10th Day of November next ensuing the Day of the Date hereof, that then this present Indorsement shall be void and of none Effect, and the several Securities for the same to be assigned or surrendered as the said Sir W. D. his Heirs or Assigns shall direct, at his and their Costs and Charges, or else shall remain in full Force and Virtue. **In Witness** whereof the said Sir W. D. hath hereunto set his Hand and Seal the fourth of June 17—.

Another Indorsement for making Interest Principal, to be indorsed on the last Indorsement.

Memorandum, **Whereas** the Sum of 301*l.* 8*s.* 3*d.* was due from the above named Sir W. D. to the above named W. upon the 10th Day of November now last past, for Interest of the above mentioned Sum of 12100*l.* **And whereas** the said Sir W. D. has paid unto the said W. P. W. towards the Discharge of the said Interest, no more than the Sum of 1*l.* 8*s.* 3*d.* so that there now remains due to the said W. the Sum of 300*l.* for Interest Money:

Money : **Now** the said Sir *W. D.* doth hereby declare and agree to and with the said *W.* that the said Sum of 300 *l.* shall be from henceforth accounted and made, and is hereby made and agreed to be made Principal Money, and from henceforth to carry Interest after the Rate of 5 *l. per Cent. per Ann.* and that the above and within mentioned Manor, Hereditaments and Premises, shall be charged as well with the said Sum of 300 *l.* and the Interest for the same at 5 *l. per Cent.* (being—) as for the above mentioned Sum of 12402 *l. 10s.* to be paid on the above mentioned 10th Day of *May* next: **Provided always**, and the same are to be redeemable by the said Sir *W. D.* his Heirs, Executors, Administrators or Assigns, upon his, their or any of their paying unto the said *W.* his Executors, Administrators or Assigns, the said several Sums of 12402 *l. 10s.* 300 *l.* and — being the Interest for the said 300 *l.* as aforesaid, (amounting in the Whole to the Sum of—) on the above mentioned 10th Day of *May* next. **In Witness, &c.**

Covenant to assign the Benefit of a Policy of Insurance for securing Money on Mortgage, &c.

AND whereas the said *J. V.* hath already, or intendeth to insure all and every the said granted Messuages, or Tenements and Premises, with their Appurtenances in *London* and *Middlesex*, from Loss or Damage by Fire: **Now** the said *J. V.* for himself, his, &c. doth covenant, grant, promise and agree, to and with the said *J. C.* his, &c. that if Default of Payment shall happen to be made of—or the Interest thereof, or any Part thereof, that then he the said *T. N.* his, &c. shall and will assign, transfer and set over unto the said *J. C.* his, &c. all and every such Policy and Policies of Insurance from Loss or Damage by Fire, made or to be made for or upon the hereby granted or mentioned to be granted Messuage, or Tenements and Premises in *London* and *Middlesex*, or any of them, and the Benefit of all such Policies; and that the said *J. V.* his, &c. in the mean Time, and until such Assignment or Transfer be made, shall and will pay, make good and satisfy unto the said *J. C.* his, &c. all such Damage and Loss which shall or may happen by Fire to the said Premises, or any of them, or any Part of them.

Order.

An Order from Executors to a Mortgagee to pay (after deducting his Principal and Interest) the Surplus that the Premises amount to, to the Assignees of the Commission of Bankruptcy awarded against the Deceased.

KNOW, &c. That we *A.* and *B.* Executors of the last Will of the within named *P.* Do by these Presents **Order** and direct the within named *C.* to, and consent that he do, pay unto *D.* and Assignees, by Virtue of a Commission grounded upon the several Statutes made concerning Bankrupts, awarded against *Q.* the Partner of the within named *P.* the Sum of — *l.* of lawful, &c. being the full Purchase Money for the Tallies within assigned, after allowing to the said *C.* his full Principal Money and Interest: **And we** the said *A.* and *B.* Executors and Administrators, jointly and severally covenant, promise and agree, to and with the said *C.* that we the said *A.* and *B.* our Executors and Administrators, nor any of us, nor any by or through our Means or Privity, shall or will at any Time hereafter sue or prosecute the said *C.* his Executors, Administrators or Assigns, for or concerning the Tallies within assigned, or any Thing relating thereunto, nor shall or will claim any other Benefit or Advantage by or upon the Covenant within contained from the said *C.* for his Reassigning the said Tallies or Orders, or any Equity or Benefit of Redemption to be thereupon had or taken; but of and from the said Covenant, and the Proviso or Condition within contained, and all Suits, Claims and Demands, in Law and Equity, concerning the same, we the said *A.* and *B.* Executors as aforesaid, do hereby acquit, release and discharge the said *C.* his Executors, Administrators and Assigns for ever, by these Presents. **In Witness, &c.**

Parcels,

Parcels, or the Things conveyed, With Exceptions.

Arable Land in a common Field.

ALL that one Piece of arable Land, being six Ridges and about an Acre, lying in a Field called the *West-Field*, within the said Parish of *D.* in a Place of the said Field called the *Moors*, between the arable Lands of *L. M.* and *N. O.* North and South.

See the **General Words** at the End of this Title, and at the Words *Manor*, *Plantation*.

Brewhouse.

ALL that his Brewhouse, with all and singular the Appurtenances called *N.* situate, &c. in *D.* in the Parish of *F.* in the County of *G.* together with all Manner of Vessels and Utensils to the said Brewhouse belonging, or in any wise appertaining, viz. Two Horse-Mills, Price, &c. (and so set down the Rest): Or thus: And all the Rest of the Goods in the Schedule annexed mentioned; Or, Together with all Manner of Vessels and Utensils for Brewing, and otherwise, contained in a certain Schedule hereunto annexed.

A Close.

ALL that one Close of Mead-Ground, (or Pasture-Ground, or Arable Ground) situate, lying, and being in *D.* in the County of *W.* commonly called or known by the Name of *G. Meadow*, being by Estimation five Acres, or thereabouts, now in the Occupation of the said *A. B.* or of his Assigns.

Common.

ALL such like Common of Pasture and Feeding for Cattle in such Commons, Wastes, and commonable Places, as the said *A. B.* or any other Tenant or Occupier of the said Premises hath, or at any Time heretofore have used to have or take by any Usage or Custom, for or by Reason of the said Messuage, or Tenement and Premises, or any Part thereof, and also Common of Pasture for eight Beasts in the Common called—and Pasturage and Feeding for one Cow yearly, and for one Beast called a Yearling, every second or other Year, in a Place called the *Moor* in *W.* aforesaid; and all such and the like, and as large Common of Pasture, going, feeding and depasturing of and for such Horses, &c. and Sheep, and other commonable Cattle levant and couchant, and to be levant and couchant in and upon the same Premises, or any Part thereof, in and upon and over all the waste Grounds, and other the commonable Grounds and Places in *D.* aforesaid, or elsewhere within the Manor of *H.* as the said *E. P.* the immediate Tenant in Possession, doth now usually take, for or by reason of the Premises.

Cottage.

ALL that Cottage or Tenement in *D.* aforesaid, wherein one *K. N.* doth now dwell, and the Garden and Orchard thereunto adjoining and belonging, the which the said *A. B.* did purchase of one *O. P.*

Custom-Wood.

AND twelve Loads of Custom-Wood yearly to be taken in the Custom-Woods of the Manor of *B.* by the Tenants of the said Messuage.

Dye-house.

ALL that Messuage of the said *A. B.* commonly used for a Dye-house, with all the Coppers, Fats and other Utensils now being in the House, and used and occupied to and with the same; and also all other the Dwelling-houses and other Rooms, with the Appurtenances, as the same late were in the Use or Occupation of *S. T.*

Farm.

ALL that his Farm called *L. Farm*, situate, &c. within the Parish of *D.* containing about —Acres of Land, Meadow and Pasture, now in the Tenure or Occupation, &c.

Fish-Ponds.

ALL those his three Pools, Ponds and Dams in *H.* in the County of *G.* whereof one is called —the other is called —and the third is called —and are Parcel of —all which said Pools and Dams, &c. the said *A. B.* hath and holdeth of the Demise and Lease of, &c.

Free-Rent.

ALL that free Rent of 12 *d.* issuing out of certain Lands and Tenements in *D.* in the County of *G.* now in the Tenure of *H. J.* and being the Inheritance of the said *H. J.*

Granges.

ALL that his Grange called *D. Grange*, with the Rights, Members and Appurtenances thereunto belonging, situate, lying and being in the Parish of *D.* in the County of *K.* now in the Tenure or Occupation of —

Half-Plough or Half-Hide of Land.

ALL that his Half-Plough or Half-Hide of Land, situate, &c. now in the Occupation, &c.

Honours, &c.

ALL those the Honours, Isles, Islands, Baronies, Villages, Towns, Castles, Seignories, Manors, Granges, Fold-Courfes, Farms, Knights-Fees, Ox-Gangs, Forests, Parks, Warrens, Messuages, Lands, Meadows, Pastures, Woods, Moors, Marshes, Furzes, Heaths, Commons, Common of Furze, Fishings, Advowsons, Hundreds, Ways, Ferries, Franchises, Rents, Advowsons in Gros, Vicarages, Rivers, Mines, and all other the Lands, Tenements and Hereditaments of the said *A. B.* situate, lying and being within the County of *G.*

Inn.

ALL that Messuage of the said *A. B.* situate, &c. called or known by the Name of the *George Inn*, together with all and singular the Yards, Gardens, Stables, Orchards, Easements and Appurtenances thereunto belonging, or therewith now used and occupied, as the same were late in the Occupation of *S. T.*

A Manor, with the General Words.

ALL that the Manor of —with the Rights, Members and Appurtenances thereof in the County of —(except as is herein after excepted) and all and singular Messuages, Lands, Tenements, Meadows, Closes, Wastes, Waste-Grounds, Rents, Services, Royalties, Privileges, Franchises, Liberties, Courts, Perquisites and Profits of Courts, and Hereditaments whatsoever to the same Manor, belonging, or in any wise appertaining, (except as is herein after excepted; and all that Messuage, &c. together with all and singular Houses, Out-houses, Edifices, Buildings, Barns, Stables, Dove-houses, Yards, Orchards, Gardens, Backsides, Curtilages, Home-stalls, Home-closes, Lands, Leys, Hades, Bulks, Meadows, Pastures, Feedings, Closes, inclosed Grounds, Commons and Common of Pasture, Common of Furze, Turfs, Common of Turbary and Estovers, Sheep-walks, Trees, Woods, Underwoods, Wastes, Waste-Ground, Wearers, Waters, Fishings, Fisheries, Courts-Leet, Views of Frankpledge, Courts Baron, Warrens, Goods and Chattels of Felons, Estrays, Liberties, Rights, Royalties, Privileges, Jurisdictions, Profits, Commodities, Advantages, Emoluments, and Hereditaments whatsoever to the said Manor, Messuage, Mill, Closes,

General
Words.

Meadows, Lands, Tenements, Hereditaments and Premises, belonging or in any wise appertaining, or therewith now or late used, occupied or enjoyed, or accepted, reputed, taken or known as Part, Parcel or Member thereof, or thereunto belonging (except, and out of these Premises always reserved, all that, &c.) **And** the Reversion and Reversions, Remainder and Remainders, and all and singular the yearly and other Rents, Issues and Profits of all and singular the said Premises, and of every or any Part or Parcel thereof, (except, &c.) **And also** all the Estate, Right, Title, Interest, Inheritance, Use, Trust, Possession, Reversion, Property, Claim and Demand whatsoever in Law and Equity, of them the said *A. B.* and *C.* and either or any of them, or of any other Person or Persons in Trust for them, or any of them, or for their or any of their Use and Uses, of, in, to and out of the said Manor, &c. and all and singular other the Premises herein before mentioned or intended to be hereby granted, released and confirmed, with their and every of their Appurtenances, and every Part and Parcel thereof, by any Ways or Means, Right or Title whatsoever and howsoever; together with all and singular Deeds, Evidences, Muniments, Counterparts of Leases, and other Writings whatsoever touching or concerning the said Premises only, or only any Part thereof, which now are in the Hands, Custody or Possession of the said *A. B.* and *C.* or any of them, or of any other Person or Persons in Trust for them or any of them, or for their or any of their Use or Uses, or which they or any of them can come by, without Suit at Law or in Equity, and likewise true Copies to be made at the Charges of the said *D.* and *E.* their Heirs and Assigns, of all such other Deeds and Writings which concern the said Premises, or any Part thereof, jointly with any other Messuages, Lands and Tenements.

Manor.

ALL that the Manor of *H.* with the Appurtenances in———now or late in the Tenure or Occupation of the said *A. B.* and all and singular the Messuages, Granges, Mills, Tofis, Cottages, Curtilages, Dovehouses, Barns, Buildings, Gardens, Orchards, Lands, Meadows, Pastures, Feedings, Parks, Commons, Woods, Underwoods, Rents, Reversions, and all and all Manner of Tythes, of what Kind or Nature soever they be; and also all Fee-Farms, Waters, Fishings, Furze, Heaths, Moors, Marshes, Ways, Wastes or void Grounds, Escheats, Reliefs, Heriots, Courts, Profits of Courts, Courts-Leet, and Views of Frankpledge, and all that to the same Courts and Views of Frankpledge doth appertain, Goods and Chattels waived and strayed, Goods and Chattels of Felons, Fugitives and outlawed Persons, Fines, Amerciaments, Liberties, Privileges, and all other Profits, Commodities and Advantages in *H.* aforesaid, and elsewhere within the said County of———to the said Manor belonging, or in any wise appertaining, or accepted, reputed or taken as Part, Parcel, or Member of the same Manor, in as large and ample Manner, as the said *A. B.* hath the same.

Meadow Ground in a common Mead.

ALL that Piece of Meadow-Ground of about one Acre, lying in a Common Mead called the *Great Mead* in *D.* in the County of *G.* between the Pieces of Meadow-Ground of *L. M.* and *N. O.* East and West.

Messuage, Garden or Orchard and Lands, &c.

ALL that Messuage or Tenement, with the Appurtenances in *W.* in the County of *W.* wherein one *L. S.* doth now dwell, and all the Gardens, Orchards, Lands, Meadows, Pastures, Woods, Underwoods, Tenements and Hereditaments to the said (last mentioned) Messuage or Tenement belonging or in any wise appertaining, or therewith usually occupied and enjoyed; all which are now in the Occupation of———as Undertenant of the said *A. B.* and are of the Value of———*l.* a Year, or thereabouts.

The like.

ALL that Capital Messuage or Manor-House in *W.* in the County of *G.* wherein the said *C. D.* now dwells, and all the Houses, Buildings, Courts, Outlets, Gardens and Orchards thereunto belonging or appertaining; and all the Lands, Meadows, Pastures, Woods and Grounds belonging or appertaining unto the same, which are hereafter particularly mentioned; (that is to say) one Close of Meadow, &c.

The like.

ALL that Messuage or Tenement, with the Appurtenances, situate, lying and being within the Parish of *D.* in the County of *G.* and called by the Name of *C.* wherein one *S. T.* now dwelleth, and one Croft called *S.* and 30 Acres of Land thereunto belonging or appertaining, lying and being within the said Parish of *D.*

The like.

ALL that Messuage or Tenement, with the Appurtenances, situate, lying and being in *C.* in the Parish of *S.* in the said County of *G.* now in the Occupation of *E. P.* or wherein the said *E. P.* now dwells, and late in the Occupation of one *W. P.* and all Houses, Edifices, &c. containing in the whole by Estimation half a Yard-Land, or thereabouts, and namely, and more particularly one Garden, &c.

The like.

ALL that Capital Messuage, Farm or Mansion-House, commonly called *Howard House*, otherwise called the late dissolved *Charter-House*, situate and being within the County of *M.* with all and singular the Rights, Members and Appurtenances thereunto belonging and appertaining, and all that Garden, and Orchard thereunto likewise belonging or appertaining, lying on the West Side of the said Messuage, and all that Parcel of Land and Ground adjoining to the said Orchard, and commonly called the Church-yard.

Mills, &c.

ALL those two Water-Grist or Corn-Mills, and one Fulling-Mill, with the Appurtenances, situate, lying and being in *D.* in the County of *G.* now in the Occupation of *S. T.* or of his Assigns, and 40 Acres of Land, Meadow and Pasture to the same adjoining, and usually accupied therewith, and all the Waters, Watercourses, Ponds, Flood-Gates, Weirs, Fishings, Profits, Commodities and Advantages thereunto belonging and appertaining.

Mines and Quarries.

AND all the Mines and Quarries of Iron, Brass, Tin, Coal, Lead and Stone, in and upon the said Premises.

Moiety of Messuages, Lands, &c.

AND one Moiety or Half-Part of all his Messuages, and of all the Lands, Tenements and Hereditaments of his, situate, &c.

Moiety of a fourth Part of Premises.

ONE full Moiety or Half-Part of the said fourth Part of all and singular the Premises so purchased by the said *A.* of and from the said *K.* and *L.* for the said Sum of—*l.* as aforesaid; **AND** all the Estate, Right, Title, Interest, Term of Years yet to come and unexpired, Trust, Property, Benefit, Claim and Demand whatsoever, both in Law and Equity of him the said *A.* of, in, to and out of the same Moiety of the said fourth Part of the same Premises, or any Part thereof.

Ox-gang of Land.

ALL that his Ox-gang of Land, situate, &c. in *D.* within the County of *G.* now in the Tenure or Occupation, &c.

A Park lately disparked.

ALL that Park or inclosed Ground sometime used as a Park, and now or lately disparked, commonly called or known by the Name of *H.* Park in the County of *R.* with the Rights, Members and Appurtenances thereof, and all Houses and Lodges therein or thereunto belonging.

Plantation

Plantations in Barbadoes.

ALL that the upper Plantation, Land or Ground of him the said *A.* commonly called or known by the Name of *K. Hall*, situate, lying and being in the Parish of *L.* in the said Island of *B.* and containing by Estimation 396 Acres, or thereabouts, be the same more or less; **And also** all Messuages, Tenements, Edifices, Erections, Buildings, Houses, Store-houses, Sugar-houses, Boiling-houses, Curing-houses, Still-houses, Mills and Kilns, erected, built, standing or being, or to be erected, built, standing or being in or upon the said Plantation, Land, Ground, Hereditaments and Premises, every or any Part thereof, with their and every of their Rights, Privileges, Members and Appurtenances; **And also** all Negroes and Slaves, Men, Women and Children, and the Increase and Progeny of the same Negroes and Slaves, **And also** all Horses, Cows, Oxen, Sheep and other Cattle whatsoever; **And** all Copper, Stews, Ladles, Skimmers, Potting-Basons, Sugar-Pots, Stills, Still-Heads, Worms, Worm-Tubs, Coolers, Cisterns, Plantation-Tools, and all other Implements, Goods and Chattels whatsoever to the said Messuages, Buildings, Plantation, Land, Ground, Hereditaments and Premises, hereby or mentioned and intended to be hereby granted and released, every or any of them, or any Part thereof, belonging or in any wise appertaining, or with them or any of them used, occupied, possessed and enjoyed; **And also** all other the Messuages, Buildings, Lands, Ground and Hereditaments whatsoever of him the said *A.* situate, lying and being in the said Parish of *L.* in the said Island of *B.* with their and every of their Appurtenances, (**Except** and always reserved out of these Presents, and the Grant and Conveyance hereby made, or intended to be made, **All** that small Slip or Parcel of Ground of him the said *A.* lying and being in the said Parish of *L.* but being Part of and used and enjoyed with the lower Plantation, lying in the Parish of *M.* in the said Island of *B.* and all Erections, Buildings, Hereditaments, Plantations, Tools, Implements and Appurtenances whatsoever upon the said excepted small Slip or Parcel of Ground, or any Part thereof, now being thereunto belonging or appertaining, or therewith used and enjoyed); **All** which said Messuages, Buildings, Plantation, Lands, Grounds, Negroes, Slaves, Cattle, Utensils, Hereditaments, and other the Premises hereby mentioned or intended to be hereby granted and released (except before excepted) are now in the actual Possession of the said *F.* by virtue of a Bargain and Sale to him thereof made by the said *A.* for the Term of one whole Year, in Consideration of 5*s.* to him paid by the said *F.* in and by one Indenture, bearing Date the Day next before the Day of the Date hereof, and by Force of the Statute for transferring Uses into Possession, made and provided; **And** the Reversion and Reversions, Remainder, and Remainders, Rents, Issues, Profits and Produce thereof, and of every Part and Parcel thereof; **And also** all the Estate, Right, Title, Interest, Trust, Property, Claim and Demand whatsoever, both at Law and in Equity of him the said *A.* of, in, to or out of the said Messuages, Buildings, Plantation, Lands, Grounds, Negroes, Slaves, Cattle, Utensils, Hereditaments, and other the Premises hereby mentioned or intended to be hereby granted and released, or any of them, or any Part or Parcel thereof (except before excepted); **And also** all Deeds, Evidences, Writings and Records whatsoever, touching or in any wise concerning the same Premises, or any Part thereof, which he the said *A.* now hath in his Custody, or can come by without Suit in Law.

Plow-Land or Hide-Land.

ALL that his Plow-Land or Hide-Land, situate, &c. in *D.* now in the Occupation of *L. M.*

Prebend, Rectory and Parsonage.

General
Words.

Exception.

ALL that the Prebend, Rectory and Parsonage of *G.* aforesaid, in the County of *H.* with all the Portions of *Q.* and *R.* in the said County of *K.* and all Messuages, Cottages or Tenements, Glebe-Lands, Lands, Meadows, Pastures, Feedings, Tithes, Oblations, Obventions, Profits, Waters, Fishings, Temporal Courts, Perquisites and Profits of Courts, Liberties, Franchises, Services and Hereditaments whatsoever, to the said Prebend, Rectory or Parsonage, or either or any of them, in any wise appertaining, or therewith then or then-tofore held, used, occupied or demised, as Part, Parcel or Member thereof, (**Except** and always reserved unto the said *F.* and his Successors, Prebendaries of the said Prebend of *G.* the Spiritual Courts and Jurisdictions Ecclesiastical, and the Advowson, Donation and free Disposing of the Vicarage of the Parish Church of *G.* aforesaid, when and so often as the same should become void).

Rectory, Tithes and Advowson.

ALL that the Rectory, Parsonage and other Glebe-Lands of *H.* aforesaid, and all and every the Tithes of Corn, Grain, Hay, Wool, Lamb, Milk, Calf, and other the Tithes both Predial and Personal whatsoever, yearly coming, growing, arising, renewing, accruing or increasing, within the Town, Field, Precinct or titheable Places in the Parish of *H.* aforesaid; and also the Advowson, Gift, free Disposition and Right of Patronage of the Rectory and Church of the Manor of *H.* aforesaid.

Third Part of a Close.

AND the third Part, or one Part in three Parts to be divided, of all that his own Close of Meadow or Pasture, lying, &c. and commonly called or known by the Name of *P. Mead.*

Warren.

ALL that Warren called *B. Heath* Warren in *H.* aforesaid, in the County of *G.* bounded as following, between the Field of *L. M.* lying on the West Side thereof, and the Close of *K. T.* on the East Side thereof, &c. and the Liberty of feeding, keeping and killing of Conies of and within the said Ground called *B. Heath.*

Woods.

ALL those several Parcels of Wood and Coppice, and the several and respective Soils there, and the Wood-Land hereafter mentioned and expressed, with their and every of their Appurtenances, lying and being in *T.* in the said County of *G.* or within some other Place or Places within the said County of *G.* that is to say, one Parcel of Wood, commonly called by the Name of — and containing by Estimation five Acres, &c.

Yard-Land.

ALL that his Yard-Land, situate, &c. now in the Occupation, &c.

General Words.

AND all Houses, Edifices, Buildings, Barns, Gardens, Orchards, Lands, Curtilages, Yards, Meadows, Pastures, Feedings, Ground, Common of Pasture, Inclosures, Wastes, Waste-Grounds, Woods, Underwoods, Trees, Hedges, Hedge-Rows, Tithes, Oblations, Obventions, Ways, Waters, Water-Courses, Folds, Easements, Profits and Advantages whatsoever, held, used, occupied, demised or enjoyed, to or with the said Messuage or Tenement and Premises, or any Part thereof, thereto belonging or appertaining, or therewith held or enjoyed, or to or with the same, every or any of them, belonging or appertaining, or accepted, reputed, taken, known, demised or letten, as Part, Parcel or Member of them.

AND the Reversion and Reversions, Remainder and Remainders, of all and singular the Premises, with the Appurtenances.

AND all Rents, Reversions, yearly and other Profits whatsoever reserved, due or payable, or which may happen, upon or by Virtue of any Demise or Grant heretofore made of the Premises, or any Part thereof.

AND all the Estate, Right, Title, Use, Possession, Claim and Demand whatsoever of him the said *A. B.* of, in, and to the said Manors, Messuages and Premises, or of, in, or unto every or any Part thereof.

Deeds.

AND the said *A. B.* doth further, for the Consideration aforesaid, give, grant, bargain and sell unto the said *C. D.* his Heirs and Assigns for ever, **ALL** and every the Deeds, Evidences and Writings whatsoever in his Possession, or which he can come by without Suit in Law or Equity, touching or in any wise concerning only the said Premises, or any Part thereof only, and also the true Copies of all other Deeds, Evidences and Writings, which

with or amongst other Lands or Tenements do touch or concern the Premises, or any Part thereof, the same to be written and copied at the only Costs and Charges of the said *C. D.* and his Heirs and Assigns; all which the said *A. B.* doth for himself and his Heirs hereby covenant to and with the said *C. D.* to deliver or cause to be delivered to the said *C. D.* his Heirs or Assigns, within convenient Time after Request made, in as good Sort as they now are.

Or thus briefly.

AND all Deeds, Evidences and Writings touching or concerning the said Premises only, or only any Part thereof.

Recital.

ALL which Premises were heretofore in the Possession of one *L. M.* and by him conveyed to *O. B.* and his Heirs, by whom the same were after conveyed to the said *A. B.* and his Heirs.

Partition.

An Indenture of Partition of a Garden between Tenants in Common.

Lease to the
Partners

of Ground or
Garden-Plot,
and the Build-
ings thereon.

Tenants in
Common
want Parti-
tion.

The same a-
greed to be
made.

The Parti-
tion.

H. T.'s Share.

THIS Indenture made, &c. Between *H. T.* of, &c. of the one Part, and *H. H.* of, &c. of the other Part, **Witnesseth**, that whereas Dame *D. S.* of, &c. Widow, by Indenture of Lease, bearing Date, &c. hath for the Term of, &c. commencing from the Feast-Day of, &c. and for the yearly Rent of, &c. thereby reserved, to be due and payable at the four most usual Feast-Days, or Terms in the Year, that is to say, &c. or within six Days next ensuing every of the said Feast-Days, by even and equal Portions, demised, granted and to Farm letten unto the said *H. T.* and *H. H.* their Executors, Administrators and Assigns, **All** that Piece or Parcel of Ground or Garden-Plot, situate, lying and being in, &c. as it was then agreed to be reserved, containing in Length from North to South, &c. and in Breadth from East to West, &c. which said Piece or Parcel of Ground lieth near, &c. and adjoineth also unto, &c. and also all Buildings made or set up in or upon the said Piece or Parcel of Ground or Garden-Plot, or any Part thereof, and all Profits, Commodities and Appurtenances whatsoever to the same Premises, or every or any Part thereof, belonging or in any wise appertaining, together with free Ingress, Egress and Regress, in and through the King's Highway there only unto and from the said Piece or Parcel of Ground, as in the said recited Indenture of Lease, wherein also divers other Covenants, Grants, Articles and Agreements are contained, Relation being thereunto had, may more fully and at large appear: **And** for that the said Piece or Parcel of Ground or Garden-Plot, doth now, by Force and Virtue of the said recited Indenture of Lease, remain as the proper Goods and Estate of the said *H. T.* and *H. H.* in common, without any Partition or Division, which is not the Meaning of them, or either of them, but contrariwise, that they and each of them, their and each of their Executors, Administrators and Assigns, should and shall from henceforth be and remain sole and proper Owners of their several Parts of the said Piece or Parcel of Ground or Garden Plot, and such Edifices and Buildings as now are thereupon erected, built and set up, at the equal Charges of the said *H. T.* and *H. H.* **And** the said *H. T.* and *H. H.* are contented and agreed that a perfect Partition and Division shall be made of the said Piece or Parcel of Ground and Premises by the said recited Indenture of Lease demised, and such Edifices and Buildings as thereupon are erected, built and set up, in such Manner and Form as hereunder is expressed, that is to say, **That** the said Piece or Parcel of Ground, and such Edifices and Buildings as thereupon are erected, built and set up, shall be divided in the Midst by a straight Line directly drawn from the North to the South; and that the said *H. T.* his, &c. shall have and enjoy all that Easterly Half-part of the said Ground and Buildings which arse situate and being towards, &c. and that the said *H. H.* his, &c. shall have and enjoy all the Westerly Half-part of the said Piece or Parcel of Ground and Buildings, which are situate and being towards, &c. and free Ingress, Egress, Regress, Course, Recourse, Passage, Way and unto and from the same, by and through the Gate there standing and being on the East Part of the said Piece or Parcel of Ground at the North End thereof, and so directly overthwart the Ground mentioned and appointed to be Part of and belonging to the said *H. T.* from Time to Time, and at all Times hereafter, and until

until the End, Expiration, or other Determination of so many Years of the said Term of, &c. as are now to come and unexpired, in and by the said recited Indenture of Lease mentioned to be granted as afore said: **And**, the said *H. T. &c.* doth covenant, &c. to and with the said *H. T.'s Cove-*
H. H. his, &c. and to and with every of them, by these Presents, in Manner and Form ^{nant.}
following, that is to say, that he the said *H. H.* his, &c. shall and may peaceably and quietly ^{Peaceable En-}
have, hold, occupy, possess and enjoy all and Singular the said Westerly Parcel of Ground ^{joyment.}
and Buildings above by these Presents mentioned and allotted to be belonging unto the said
H. H. from the Day of the Date hereof, for and during and unto the full End and Expiration
of so many Years of the said Term of, &c. as are to come and unexpired, in and by the
said recited Indenture of Lease granted as afore said, without any Manner of Let, Suit,
Trouble, Denial, Eviction, Expulsion, Forfeiture, Recovery or Interruption of or by the
said *H. T.* his, &c. or of or by any other Person or Persons lawfully claiming, or which at
any Time hereafter shall pretend, claim, or lawfully demand any Estate, Right, Title or
Interest of, in or to the same, by, from or under him, them or any of them, or by his or
their or any of their Assent, Consent, Right, Title, Means, Sufferance or Procurement:
And the said *H. H.* for, &c. doth covenant, &c. to and with the said *H. T.* his, &c. by *H. H.'s Cove-*
these Presents, in Manner and Form following, that is to say, that he the said *H. T.* his, ^{nant.}
&c. shall and may peaceably and quietly have, hold, occupy, possess and enjoy all and sin- ^{Peaceable En-}
gular the said Easterly Parcel of Ground and Buildings above by these Presents mentioned ^{joyment.}
and allotted to be belonging unto the said *H. T.* from the Day of the Date hereof for and
during and unto the full End and and Expiration of so many Years of the said Term of, &c.
as are to come and unexpired, in and by the said recited Indenture of Lease granted as
afore said, without any Manner of Let, Suit, Trouble, Denial, Eviction, Expulsion, For-
feiture, Recovery or Interruption of or by the said *H. H.* his, &c. or of or by any other
Person or Persons lawfully claiming, or which at any Time hereafter shall pretend, claim or
lawfully demand any Estate, Right, Title or Interest of, in or to the same, by, from or
under him, them or any of them, or by his or their or any of their Assent, Consent, Right,
Title, Means, Sufferance or Procurement: **And further**, that the said *H. H. &c.* doth *H. H.'s Co-*
covenant, &c. to and with the said *H. T.* his, &c. by these Presents, that he the said *H. H.* ^{venants.}
his, &c. or some of them, at his or their, or some of their own proper Costs and Charges,
shall and will from Time to Time, and at all Times during the said Term, well and suffi-
ciently repair, uphold and maintain all that Part or Portion to him allotted of the said ^{Repairs.}
Piece or Parcel of Ground above mentioned, and thereof shall acquit and Discharge the said
H. T. his, &c. **And also** that he the said *H. H.* his, &c. shall and will from Time to Time, ^{Rent.}
and at all Times hereafter, during the Term of Years above mentioned, satisfy and pay,
or cause to be paid unto the said *H. T.* his, &c. the yearly Rent of, &c. at the four most
usual Feasts or Days of Payment in the Year, that is to say, &c. by even and equal Por-
tions, for and in Respect of his Part of the Rent reserved in and by the said Indenture of
Lease: **And further**, that he the said *H. H.* his, &c. or some of them, shall and will from ^{Mending a}
Time to Time, and at all Times hereafter, during the said Term, pay and discharge a rate- ^{Bridge.}
able and proportionable Half-part of all such Charges and Expences as shall be expended, dis-
burfed and laid out in and about the Repairing, Making up and Amending of the Bridge
leading out of *L. Lane* in the above mentioned Premises: **And if** it shall happen the said ^{Rent.}
yearly Rent of, &c. or any Part thereof, to be behind and unpaid, in Part or in all, con-
trary to the Form above said, being lawfully demanded, that then, and at all Times there-
after, it shall and may be lawful to and for the said *H. T.* his, &c. or every or any of them,
into and upon all that Part and Portion of the said Parcel of Ground above allotted, and
appointed to be belonging to the said *H. H.* and into every Part thereof wholly to re-enter,
and the same to have, hold and enjoy to his and their own proper Use and Behoof: **And**
the said *H. H.* his, &c. and other Occupiers of all the Premises, from thence utterly to expel,
put out and amove; this Indenture, &c. notwithstanding: **And** the said *H. T.* for himself, his, *H. T.'s Cove-*
&c. doth covenant, &c. to and with the said *H. H.* his, &c. in Manner and Form following, ^{nants.}
viz. That he the said *H. T.* his, &c. or some of them, at his and their or some of their own ^{Repairs.}
proper Costs and Charges, shall and will from Time to Time, and at all Times hereafter during
the said Term, well and sufficiently repair, uphold, maintain and keep all that Part or Portion
to him allotted of the said Piece or Parcel of Ground above mentioned, and thereof shall
acquit and discharge the said *H. H.* his, &c. **And also** that he the said *H. T.* his, &c. shall
and will from Time to Time, and at all Times hereafter during the said Term, bear, pay and
discharge a rateable and proportionable Half-part of such Charges and Expences as shall be
disburfed, laid out and expended in and about the Repairing and Amending of the Bridge
leading out of, &c. into the above mentioned Premises: **And further**, that he the said ^{Money for a}
H. T. his, &c. shall and will satisfy and pay, or cause to be paid unto the said *H. H.* his, ^{Well.}
&c. the Sum of, &c. in Lieu and full Satisfaction of all such Sum and Sums of Money as
the said *H. H.* for his Part had disburfed, or shall lay out and disburse in and about making
and

Rent. and finishing of the Well, standing on the East Side of the above mentioned Parcel of Ground: **And** the said *H. T.* for himself, *&c.* doth covenant, *&c.* to and with the said *H. H.* his, *&c.* by these Presents, that he the said *H. T.* his, *&c.* shall and will from Time to Time, and at all times hereafter, pay or cause to be paid unto the above named Dame *D. S.* her, *&c.* Rent-Gatherers or Assigns, the yearly Rent of, *&c.* at the four most usual Feasts or Days of Payment in every Year, or within the Time and Space of, *&c.* next ensuing every of the said Feast Days, by even and equal Portions; and if it shall happen the same yearly Rent of, *&c.* to be behind and unpaid, in Part or in all, contrary to the Form aforesaid, being lawfully demanded; and that the said *H. H.* his, *&c.* shall not be found in Arrearages for Non-payment of his aforesaid Rent of, *&c.* or any Part thereof; that then, and at all Times hereafter, it shall and may be lawful to and for the said *H. H.* his, *&c.* and every or any of them, into and upon that Part or Portion of the said Parcel of Ground above allotted, and appointed to be belonging unto the said *H. T.* and into every Part thereof wholly to re-enter, and the same to have, hold and enjoy, to his and their own proper Use and Behoof; and the same *H. T.* his *&c.* and all other Occupiers of the Premises, from thence utterly to expel, put out and amove; this Indenture, *&c.* notwithstanding: **And** it is covenanted, granted, concluded and mutually agreed upon by and between the said Parties *H. T.* and *H. H.* for themselves, their several Executors and Administrators, and either of them, severally for himself, his Executors, and Administrators respectively, doth Covenant and grant to and with the other of them, his Executors and Administrators, by these Presents, in Manner and form following, *viz.* That if they the said *H. T.* and *H. H.* or either of them, or the, *&c.* of them, or either of them, shall at any Time hereafter be minded to demise, let, or otherwise dispose of or put away their whole Estates of their several Parts of the said Piece or Parcel of Ground to them above severally allotted, or any Part thereof, that then he or they, or either of them, his or their, *&c.* being so minded to put away his or their Part of the said Piece or Parcel of Ground so allotted to them, or either of them as aforesaid, shall and will give Notice in Writing of such Will or Determination to the other of them, his, *&c.* may have the Refusal thereof before any other, giving or paying unto him or them, that shall be so minded as aforesaid, so much lawful Money of Great Britain, as any other will (*bona fide*) give or pay for the same. **In Witness, &c.**

Mutual Covenants.

A Deed of Partition of Lands amongst Nephews and Nieces, to prevent Disputes as to their Uncle's Will.

Parties Names. **THIS Indenture, Sertipartite, made, &c. Between** *M. C.* of — Spinster (Sister of *J. C.* late of — deceased) of the first Part, *W. M.* of — Gent. of the second Part, *S. M.* of — Esq; and *A.* his Wife of the third Part, *S. M.* of — Spinster, of the fourth Part, (which said *W. M.* *A. M.* and *S. M.* are the Son and Daughters of *S. M.* deceased, another Sister of the said *J. C.* deceased) *P. C.* of — Spinster, Daughter and only Child of *T. C.* deceased (late brother of the said *J. C.* deceased,) of the fifth Part, and *C. S.* of — Esq; and *W. P.* of — Gent. of the sixth Part. **Whereas, &c.** (Recital of *J. C.*'s Will, by which he devised Freehold Messuages, &c. to his Sister *M. C.* and her Assigns for Life, and after her Death between his Nephew *W. M.* and his three Nieces *A. M.* *S. M.* and *P. C.* their Heirs &c. as Tenants in Common; and Copyhold Premises to his Niece *S. M.* her Heirs, &c. and 3000 l to his Sister *M. C.* to be disposed of as she should think fit; appointed his Brother-in-Law *C. S.* and *W. P.* Trustees to be aiding to his Sister *M. C.* his Executrix, whom he makes Residuary Legatee): **And whereas** the said Testator *J. C.* departed this Life in or about the Month of — now last past, and at the Time of his Death, besides what is particularly devised to his Niece the said *S. M.* and her Heirs, as herein before recited, he the said Testator was seised of the Manors, Messuages, Lands, Farms, Marshes, Tenements and Hereditaments following, *to wit,* of, *&c.* all which Premises are herein after granted and released, and more particularly mentioned and described: **And whereas** the said Testator *J. C.* after the making of his said Will, sold and disposed of and conveyed away, in Exchange for other Part of the said Premises, the Estates herein before mentioned and recited to have been by him the said *J. C.* bought of the Devisees and Heirs of the said *D. R.* **And whereas** by the said Will it appears to be the said Testator's Intention, that his Sister *M. C.* should have an Estate for Life in all his Messuages, *&c.* whatsoever, which he then had or should any ways descend or come to him at any Time before his Departure out of this Life (except what is so as aforesaid particularly given and devised to his Niece the said *S. M.* and her Heirs) and that after the Decease of the said *M. C.* all the said Premises should go to and be divided among his said Nephew *W. M.* and his said three Nieces the said *A. M.* *S. M.* and *P. C.* and their respective Heirs; several Parts and Parcels of which said Messuages, Lands, Tenements and Hereditaments, although by the said Testator purchased in the

Recitals.

Will.

Testator's Death.

Seised of Premises not devised.

After making Will, sold other Premises.

By the Will it appears that his Sister *M. C.* should have an Estate for Life in all his Messuages, *&c.* (except what given to *S. M.*)

the Name of the said Testator's Sister *M. C.* were yet in Trust for the said Testator and his Heirs, and are so admitted to be by the said Will; and the said *M. C.* is likewise intitled by the said Will to 300 *l.* as aforesaid, which she had Power to dispose of at her Death, as she should think fit; **And whereas** to avoid all Disputes concerning the Effect and Validity of the said Will, or the Need of any Republication thereof, and in order to make a Partition and Division of all and every the Manors, &c. of which the said Testator died seised or possessed of, unto and among them the said *W. M. A. M. S. M.* and *P. C.* (the Nephew and three Nieces of the said Testator) and to settle the same upon them in severalty in such Parts and Proportions, and in such Manner and Form as herein after is mentioned; the said Parties to these Presents have among themselves, by mutual Agreement and Consent, elected and chosen the several Parts and Proportions of the said Estate and Estates hereby limited and conveyed to or to the Use of him, her, or them respectively, at and for his, her, or their full Share and Purparty, in and unto and in full Recompence and Satisfaction of his, her, or their Right, Title, Claim and Demand, into and out of all and every the Messuages, Lands, Tenements and Hereditaments whatsoever, of which the said Testator *J. C.* died seised or possessed: **And** the said *M. C.* for the general Advantage of all Parties, hath agreed to join in the Conveyances and Settlements intended to be made of the said several Messuages, &c. for the Purposes aforesaid; and to relinquish her Estate for Life or other Interest in the same, receiving in Lieu and Compensation thereof, from the said *W. M. S. M.* and *A.* his Wife, *S. M.* and *P. C.* respectively, certain Annuities or annual Payments to be made to her during her Life: **And whereas** for facilitating the said Partition, and in order to make the same with the greater Equality, an Estimate has been made of all the said Messuages, &c. whereof the said *J. C.* was seised or interested in at his Death, situate, &c. whereby it does appear that the Manors, &c. late of the said *J. C.* situate, &c. are valued at ——— which it is agreed by and between the said Parties to these Presents, shall be the Share and Purparty of the said *P. C.* who doth accept the same accordingly, and the several Messuages, &c. late of the said *J. C.* situate, &c. which are agreed by and between the said Parties to these Presents, to be the Purparty and Share of him the said *W. M.* in Manner as after mentioned, and the said *W. M.* doth accept the same accordingly, and the said Messuages, &c. situate, &c. are valued at ——— which it is agreed by and between the said Parties to these Presents, shall be the Purparty and Share of the said *S. M.* and *A.* his Wife, in Case he will accept the same, subject to the Payment of ——— to the said *S. M.* in such Manner as herein after mentioned; and the said *S. M.* and *A.* his Wife do accept the same accordingly; and the said ——— situate, &c. are valued at ——— which with the said several Sums of ——— and ——— to be paid to her the said *S.* by the said *W. M.* and the said *S. M.* and *A.* his Wife respectively, for Owelty of Partition, are agreed by and between the said Parties to these Presents, to be the Purparty and Share of her the said *S. M.* and the said *S. M.* doth accept the same accordingly: **Now this Indenture witnesseth**, that for the Ends, Intents and Purposes aforesaid, and for the making a full, perfect and effectual Partition and Division of the said Messuages, &c. whereof the said *J. C.* died seised, and securing to each of them the said *W. M. S. M.* and *A.* his Wife, *S. M.* and *P. C.* and their respective Heirs, the several Shares and Purparties herein before agreed upon, and by them respectively accepted in Manner as aforesaid; and that every and each of them may hold and enjoy such his, her and their Shares and Purparties in Severalty, to him, her and them, and his, her, and their respective Heirs and Assigns; and for and in Consideration of the several Sums of 10 *s.* a-piece, of lawful Money to them the said *M. C. W. M. S. M.* and *A.* his Wife, *S. M.* and *P. C.* in Hand paid by the said *C. S.* and *W. P.* at or before the Executing of these Presents, the Receipt whereof is by them respectively acknowledged; and also to the Intent that the said Manor, &c. herein after mentioned and intended to be hereby granted and released, shall and may be settled, assured and conveyed to and for the several and respective Uses, Intents and Purposes herein after mentioned, limited and expressed, of and concerning the same; and for divers other good Causes, &c. they the said *M. C. W. M. S. M.* and *A.* his Wife, *S. M.* (Party hereto) and *P. C.* **Have**, and each of them **hath** granted, bargained, sold, aliened, released and confirmed, and by these Presents **Do**, and each and every of them **Doth** grant, &c. unto the said *C. S.* and *W. P.* (in their actual Possession, &c. made between the said *M. C. W. M. S. M.* and *A.* his Wife, *S. M.* (Party hereto) and *P. C.* of the one Part, and the said *C. S.* and *W. P.* of the other Part, and executed, &c.) and to their Heirs and Assigns, **All** that the Manor, &c. and also all and singular other the Manors, &c. (*General Words*) late of him the said *J. C.* deceased, or whereof or wherein he the said *J. C.* or any Person or Persons in Trust for him, at the Time of his Death, was or were seised of any Estate of Inheritance in Possession, Reversion, Remainder or Expectancy, situate, &c. together with all and singular Houses, &c. and also all the Estate and Estates, Right, &c. of them the said *M. C. W. M. S. M.* and *A.* his Wife, *S. M.* and *P. C.* any or either of them, of, in, unto or out of the said hereby granted and released Manor, &c. by virtue of

and that after *M. C.*'s Death all the Premises should be divided amongst his Nephews and Nieces. Partition agreed upon.

Estimate of the Testator's Estate and Value thereof, and Shares agreed upon.

Considerations.

Grant.

Habendum.

Uses.

Sums paid to
equal the Par-
tition, Shares
and Purpar-
ties of the
Premises.

Covenants.

Legacy to
be raised out
of the Perso-
nal Estate.

the said Will of the said J. C. or otherwise howsoever, and also all the Deeds, &c. **To have and to hold** the said Manor, &c. and all and singular other the Hereditaments and Premises herein before mentioned, and intended to be hereby granted and released, with their and every of their Appurtenances, unto them the said C. S. and W. P. their Heirs and Assigns; **Nevertheless** to and for the several and respective Uses, Estates, Intents and Purposes herein after particularly mentioned, limited and expressed of and concerning the same respectively; that is to say, As to, for and concerning **All** that the said Manor, &c. together with all and singular Houses, &c. **To** the only proper Use and Behoof of the said P. C. her Heirs and Assigns for ever; and to and for no other Use, Trust, Intent or Purpose whatsoever; **And** as to, for and concerning **All**, &c. together with, &c. **To** the only proper Use and Behoof of the said W. M. his Heirs, &c. **And** as to, for, touching and concerning **All**, &c. together with, &c. **To** the Use and Behoof of the said S. M. and his Heirs, by the Direction and Appointment of her the said A. M. that her Share and Purparty of the same Premises should go unto and be vested in him the said S. M. and his Heirs, he having previous to the Execution of these Presents, made an additional Provision or Settlement for her in Lieu of the Estate so limited to him and his Heirs; **And** as for, touching and concerning **All**, &c. together, &c. **To** the only proper Use and Behoof of the said S. M. (Party hereto) her Heirs and Assigns for ever; and to and for no, &c. **And this Indenture further witnesseth**, that for the Equality of the said Partition, he the said W. M. hath paid unto the said S. M. (Party hereto) the Sum of 150*l.* the said S. M. hath also paid to the said S. M. (Party hereto) the Sum of 150*l.* at or before the Sealing and Delivery of these Presents, in full Satisfaction and Discharge of the said several Sums of 150*l.* and 350*l.* to which their several Shares and Purparties of the said Premises were subject for the Owely of the Partition as aforesaid; the Receipt of the said several Sums of 150*l.* and 350*l.* the said S. M. doth thereby acknowledge, and thereof, and every Part thereof, doth respectively acquit, exonerate and discharge the said W. M. and S. M. and A. his Wife respectively, and their respective Heirs, Executors, Administrators and Assigns; and the said respective Shares and Purparties of the said Manors, &c. limited in Use to them respectively as aforesaid; **And**, &c. (Covenant for all the Parties to levy a Fine, Vide Tit. Covenants: *And how it shall enure that M. C. W. M. S. M. and A. his Wife, have done no Act to incumber P. C.'s Share, that P. C. shall quietly enjoy; and for further Assurance; and the like Covenants as the three last before as to the separate Parts of W. M. S. M. and A. his Wife and S. M.)* **And whereas** the before mentioned several Allotments and Shares or Purparties of the said several Lands, &c. are intended to comprehend all the respective Lands, &c. whereof the said J. C. was seised, or whereunto he was intitled at the Time of his Death, situate, &c. whether the same should hereafter appear to be Freehold or Copyhold or Customary Estates which will not pass by Deed, or otherwise than by Surrender; it is hereby mutually agreed and declared by and between the said Parties to these Presents, and each of them the said M. C. W. M. S. M. and P. C. for themselves severally and respectively, and for their several and respective Heirs and Assigns, **Do**, and with each of them **Doth** mutually and reciprocally covenant, promise and agree, to and with each other, and to and with the Heirs and Assigns of each other, by these Presents, that, &c. (Covenant to surrender the said Copyhold Lands): **Provided always**, and it is hereby further agreed and declared by and between all the Parties to these Presents, and each and every of them the said M. C. &c. for themselves severally and respectively, and not jointly one for the other of them, and for their several and respective Heirs and Assigns, **Do**, and each of them **Doth** covenant, promise, grant and agree, to and with the Heirs and Assigns of each other severally and respectively by these Presents, that, &c. (Covenant) any Thing therein contained to the contrary thereof in any wise notwithstanding: **And this Indenture further witnesseth**, that the said M. C. not having been yet paid or satisfied the said Legacy of 3000*l.* herein before mentioned to be given unto her, by the said last Will and Testament of the said J. C. is desirous that the same should be raised, paid and satisfied in Manner hereafter expressed; and for the Consideration aforesaid **Doth**, and by these Presents doth direct and appoint the said Legacy of 3000*l.* or so much thereof as shall remain unsatisfied at the Time of her Decease, shall be raised by and out of the personal Estate of the said J. C. which shall remain after his Debts, Funeral and other Legacies shall be fully paid; and when raised, shall be paid unto them the said W. M. S. M. and P. C. and their respective Executors or Administrators in equal Proportions, Share and Share alike: **Provided always**, that such Part of the said Legacy of 3000*l.* as cannot be raised out of such remaining personal Estate of the said J. C. in Manner as aforesaid, shall not affect the said Testator J. C.'s real Estate, but shall and is hereby declared by the said M. C. to be absolutely released and discharged: **Provided also**, that no Part of the said Legacy of 3000*l.* shall in any wise hinder or obstruct the full Payment and Discharge of all the Debts, and all other the Legacies specified and given by the said Testator, in and by his said last Will and Testament, but shall only be and remain a Charge upon and payable out of the Testa-

tor's personal Estate, after all his Debts and Funeral Expences, and other Legacies, shall be fully satisfied and discharged. *In Witness, &c.*

Another in a different Form.

ARTICLES of Agreement, &c. indented, &c. **Between** *T. B.* of, &c. (only Son of *E. B.* of, &c.) of the one Part, and *P. B.* of, &c. Spinster, (only Daughter of the said *E. B.*) of the other Part. **Whereas** *T. L.* &c. (*Recital of the Will*): **And whereas** the said *T. B.* and *P. B.* Parties hereto, are the only Children of the said *E. B.* and both of them have attained their respective Ages of 21 Years, that is to say, the said *T. B.* is of the Age of — and upwards, and the said *P. B.* is of the Age of — and upwards: **And whereas** the said *M. L.* the late Wife of the said *T. L.* and the said *P. B.* (one of his Nieces) being both dead, she the said *E. B.* (the other of his said Nieces) by virtue of the said recited Will of the said *T. L.* is now intitled to receive and take the Rents and Profits of the said Freehold Messuages, Lands, Tenements and Hereditaments, situate in the Parishes of *N. S. B.* and *C.* in the Counties of *B.* and *H.* aforesaid, as also in the said Parishes of *M. A.* and *C.* during her natural Life; with Remainder after the Death of the said *E. B.* as to the said Lands in the Counties of *H.* and *B.* to her Children the said *T. B.* and *P. B.* or such of them as shall be living at the Death of her the said *E.* his, her or their Heirs, by virtue of which said Will of the said *T. L.* they the said *T. B.* and *P. B.* in case they should both survive the said *E. B.* will immediately after her Death be intitled in equal Moieties to them and their Heirs, of and in all and singular the said last mentioned Freehold Messuages, Lands, Hereditaments and Premises, with their Appurtenances: **And whereas** they the said *T. B.* and *P. B.* having attained such Age as aforesaid, are by virtue of the said Will of the said *P. C.* immediately after the Death of the said *E. B.* intitled under the Trusts therein created to the equitable Interest of and in the said two Leasehold Messuages or Tenements, *cum pertinentiis*, situate at the West End of St. *P.*'s, London, late in the Occupation of the said *A. W.* and *T. S.* and now of *J. W.* and *W. S.* for the Residue of the Terms of Years therein mentioned, and for and during all such further Terms of Years as shall be renewed therein; and also they the said *T. B.* and *P. B.* having attained such Ages as aforesaid, they or such of them as shall survive the said *E. B.* their Mother, are by virtue of the before recited Will of the said *T. L.* immediately after the Death of the said *E. B.* intitled to one third Part of his personal Estate by him thereby devised upon the Trusts aforesaid; and whereof she the said *E. B.* is only to have the Interest and Produce during her Life as aforesaid, to be equally divided between them the said *T.* and *P. B.* if both of them should be then living; and likewise they the said *T. B.* and *P. B.* having attained such Age as aforesaid, are by virtue of the said Will of the said *P. C.* immediately after the Death of the said *E. B.* in case they survive her, intitled to one third Part of her personal Estate thereby devised in Trust as aforesaid, and whereof she the said *E. B.* is to have and enjoy the Interest and Produce during her Life as aforesaid; the same to be equally divided between them the said *T.* and *P. B.* **And whereas** they the said *T. B.* and *P. B.* have mutually and reciprocally agreed, that no Benefit of Survivorship or Advantage whatsoever shall be had or taken by either of them, for or by Reason of the Contingency of either of them dying in the Life-time of the said *E.* their Mother of, in or to the said Freehold or Leasehold Premises, or to any or either of the personal Estates aforesaid: **And whereas** it is judged most beneficial for each of them the said *T. B.* and *P. B.* Parties hereto, that such Estate and Interest in all the said Premises and personal Estate, should be parted and partaken in equal Shares and Moieties; that the same may be a certain Abatement for them respectively, in case it shall happen that one of them only should survive the said Mother, and that the said Freehold and Leasehold Premises, as also the said third Part of the personal Estate of the said *T. L.* and the said third Part of the personal Estate of the said *P. C.* so demised in Trust as aforesaid, and wherein she the said *E. B.* is interested for her Life in Manner aforesaid, shall and may from the Time of her Death be equally divided and severally accrue to, and be held and separately enjoyed, received and taken in Moieties or equal Parts and Shares, immediately from and after the Death of the said *E.* between them the said *T. B.* and *P. B.* and by his and her respective Heirs, Executors, Administrators and Assigns, in case of his or her Decease in the Life-time of the said *E. B.* in the Right of him or her so dying before the other of them; free and discharged of and from all Right, Title and Claim of such of them the said *T. B.* and *P. B.* as shall survive the other, in such Manner as herein after is for that Purpose mentioned and expressed: **Now, &c.** That in Pursuance and Part Performance of the said recited Agreement, and for obviating all Doubts and Disputes which may or might arise concerning the Interest or Estate, which they the said *T. B.* and *P. B.* or either of them, have or ought to have in the said real or personal Estate, and to the End, Intent and Purpose, that a full, perfect and absolute equal Division may be had and made between them the said *T. B.*

and *P. B.* and their respective Heirs, Executors and Administrators, from the Time of the Death of the said *E. B.* as well of all and singular the said Freehold and Leasehold Premises, as of the said personal Estates, *To hold* to each of them, their and each of their Executors or Administrators, from thenceforth as Tenants in Common and not as Jointenants; and in Consideration of the Covenant of her the said *P. B.* herein after contained, for her Conveying and Assigning unto the said *T. B.* or as he, (if living) or his Heirs, Executors or Administrators, in case he be dead, shall direct or appoint, of one Moiety of the same Freehold and Leasehold Premises, and one equal Half-part or Share of all such the said personal Estates, in Manner as herein after is expressed; and also in Consideration of the Love and Affection which he the said *T. B.* hath for and beareth to his Sister the said *P. B.* and for her better present Advancement and more certain Provision, in case he shall happen to survive the said *E. B.* and the said *P.* shall die before her, and for divers other good Causes and Considerations him thereunto especially moving, **He** the said *T. B.* for himself, his Heirs, Executors and Administrators, and for every of them, **Doth** covenant, promise and agree to and with the said *P. B.* her Heirs, Executors, Administrators and Assigns, by these Presents, in Manner and Form following, (that is to say) that in case of the Death of her the said *P. B.* before the said *E. B.* and that he the said *T. B.* shall survive and outlive the said *E. B.* and *P. B.* then and in such case neither he the said *T. B.* or his Heirs, Executors or Administrators, shall at any Time hereafter have, take, demand or claim any Benefit or Advantage whatsoever of Survivorship, of, in or to the said several Freehold and Leasehold Premises, and personal Effects, or any Part or Parcel thereof, by virtue of the said recited Wills, or either of them, or any Construction thereof to be made either in Law or Equity, or otherwise howsoever; **And also**, that if he the said *T. B.* be living at the Death of the said *E. B.* he the said *T. B.* his Heirs, Executors, or Administrators, shall and will within three Kalendar Months after the Death of her the said *E. B.* (at the Request, Costs, and Charges of the said *P. B.* her Heirs, Executors, Administrators or Assigns, as by her or their Counsel learned in the Law shall be reasonably advised or required) by good and sufficient Conveyances and Assurances in the Law, be the same by Fine, Recovery or otherwise, and to be by him or them duly executed, levied and suffered, well and sufficiently grant, convey, assure and confirm unto and to the Use of the said *P. B.* if living, or to her Heirs and Assigns, if she be dead, or to such other Person or Persons, and his and their Heirs, and to and for such Uses, Trusts, Estates, Intents and Purposes, to commence and take effect from the Time of the Death of the said *E. B.* in such Manner as she the said *P. B.* or her Heirs shall direct, limit or appoint, free from all Charges and Incumbrances whatsoever, to be by him the said *T. B.* in the mean Time made, done, committed or suffered, of one undivided Moiety or Half-part of all and singular the said Freehold Messuages, Lands, Tenements and Hereditaments, *cum pertinentiis*, situate, lying and being in the said several Parishes of, &c. and also all the Estate, &c. in Trust for him or them, of, into or out of the said undivided Moiety or Half-part thereof; **And further**, that he the said *T. B.* in case he shall survive the said *E. B.* or his Executors or Administrators, within the Time aforesaid shall and will at the like Charge of the said *P. B.* her Executors or Administrators, by some proper Deed or Deeds in Writing to be by him or them also duly executed, well and sufficiently bargain, sell, assign, transfer and set over unto the said *P. B.* (if living) in case she shall be dead, then to her Executors, Administrators and Assigns, free from all Incumbrances by him or them done, committed or suffered, as well one full Moiety or Half-part of all the said Leasehold Premises, with the respective Appurtenances, as the same late were in the several Occupations of the said *A. W.* and *T. S.* and now of *J. W.* and *W. S.* or of their respective Under-tenants or Assigns, as also one full Moiety or Half-part of all that the herein before mentioned third Part of the personal Estate, late of the said *T. L.* and one full Moiety of all that the third Part of the personal Estate of the said *P. C.* by the said several recited Wills respectively devised and given, or mentioned or intended so to be, in Trust for them the said *T. B.* and *P. B.* after the Decease of the said *E. B.* as aforesaid; **And also** all the Estate, Right, Title, Interest, Term of Years to come and unexpired, Benefit of Renewal, Property, Claim and Demand whatsoever, both in Law and Equity of him the said *T. B.* his Executors or Administrators, of, in and to such Moieties or Half-parts; **And also** shall and will within the said Space of three Months after the Death of the said *E. B.* at the like Costs and Charges of the said *P. B.* her Executors or Administrators, cause and procure the Trustees in the said respective Wills named, or the Survivor of them respectively, or his or their proper Representative, to assign, transfer and set over, all the Right, Title, Trust or Interest of such Trustee or Trustees, of, in or to a Moiety or Half-part of the said Leasehold, and of all other the said personal Estates, and every or any other Part thereof, unto the said *P. B.* if living, or her Executors or Administrators, if she be then dead, upon her or their Request; **To have and to hold** such Moiety of the said Leasehold Premises unto the said *P. B.* if living, or to her Executors, Administrators and Assigns, if she be dead, from the Time of the

the Death of the said *E. B.* for and during all such Term or Terms of Years, as shall be in Being or then to come, of and in the same Premises, and also for and during all such further Term or Terms of Years as shall or may be granted or renewed therein: **Subject nevertheless** to the Payment of one Moiety of the yearly Ground Rent in and by the original Indenture of Lease of the same Premises reserved, and also to the Performance of the several Covenants, Conditions and Agreements in the said original Lease contained, as far as concerns her hereby intended to be granted Part or Share of the said Premises; **And to have**, hold, receive, take and enjoy the said Moiety or Half-part of the said respective third Parts of the said personal Estates of the said *T. L.* and *P. C.* from the Time of the Death of the said *E. B.* unto and to and for the only Use and Benefit of her the said *P. B.* if living, or of her Executors, Administrators and Assigns, if she be dead; **And** the said *T. B.* doth hereby for himself, his Heirs, Executors, and Administrators, covenant, promise and agree to and with the said *P. B.* her Heirs, Executors, Administrators and Assigns, that he the said *T. B.* hath not at any Time heretofore made, done or committed, or wittingly or willingly suffered any Act, Matter or Thing whatsoever, whereby or by Means whereof the said Premises or any Part thereof, is, are, can, shall or may be any ways impeached charged or incumbered, in Title, Charge, Estate or otherwise howsoever; and that until such several Conveyances, Assignments or Assurances shall be had, made or executed, for confirming such intended Division of the said real and Personal Estates, she the said *P. B.* her Heirs, Executors, Administrators and Assigns, shall and may peaceably and quietly have hold, enjoy, renew and take to her and their own Use, immediately from and after the Death of the said *E. B.* one full Moiety or half-part of the said Freehold, Leasehold and Personal Estates, in as full and beneficial Manner, as if such Conveyances and Assurances had been actually made, without the Let, Suit, Trouble or interruption of him the said *T. B.* or any Person or Persons claiming or to claim, by, from or under him: **And these Presents further witness**, that in pursuance and full Performance of the said recited Agreement, upon the Considerations, and for the Ends, Intents and Purposes aforesaid, and also in Consideration of the Covenant of him the said *T. B.* herein before contained, and of the Love and Affection which she the said *P. B.* hath for and beareth to her Brother the said *T. B.* and for his more certain Provision in case she only should happen to survive her said Mother, and for divers other Good Causes and Considerations her thereunto especially moving, she the said *P. B.* for herself, her Heirs, Executors and Administrators, and for every of them, doth covenant, promise and agree to and with the said *T. B.* his Heirs, Executors, Administrators and Assigns by these Presents, in Manner and Form following, (that is to say) That in case of the Death of him the said *T. B.* before the said *E. B.* and that she the said *P. B.* shall survive and outlive the said *E. B.* and *T. B.* then and in such Case neither she the said *P. B.* or her Heirs, Executors, or Administrators, shall at any Time have, take, demand or claim any Benefit or Advantage whatsoever of Survivorship, of, in or to the said several Freehold and Leasehold Premises and Personal Estate, or any Part or Parcel thereof, by Virtue of the said recited Wills or either of them, or by any Construction thereof in Law or Equity, or otherwise howsoever; and also that if she the said *P. B.* be living at the Death of the said *E. B.* she the said *P. B.* her Heirs, Executors or Administrators shall and will within three Kalendar Months after the Death of the said *E. B.* (at the Request, Costs and Charges of the said *T. B.* his Heirs, Executors, Administrators or Assigns, as by his or their Counsel learned in the Law shall be reasonably advised or required) by good and sufficient Conveyances and Assurances in the Law, be the same by Fine, Recovery or otherwise, and to be by her or them duly executed, levied and suffered, well and sufficiently grant, convey, assure and confirm, unto and to the Use of the said *T. B.* if living, or to his Heirs and Assigns if he be dead, or to such other Person or Persons, and to his and their Heirs, and to and for such Uses, Trusts, Estates, Intents, &c. (as before): **And** for the due and true Performance of all the Covenants, Grants, Matters and Things herein contained, the said *T. B.* doth bind himself, his Heirs, Executors and Administrators, in the Sum of 5000 *l.* of lawful Money of Great Britain, to be paid to the said *P. B.* her Executors or Administrators, at the End of six Months next after the Day of the Death of the said *E. B.* **And also** the said *P. B.* doth bind herself, her Heirs, Executors and Administrators, in the like Sum of 5000 *l.* of like lawful Money, to be paid to the said *T. B.* his Executors or Administrators, at the End of six Months next after the Day of the Death of the said *E. B.* **In Witness**, &c.

T. B. done no Act to incur-ber Premises.

Enjoyment till concluded.

I have perused, settled and approve the Articles above written, which is the only Method to answer the intent of both the Parties, provided the Contingency take Effect,

F. C.

An Indenture of Partition of Lands between Jointenants and Copartners in Gavel-kind, &c.

THIS Indenture, &c. Between G. M. of, &c. of the one Part, and H. M. of, &c. of the other Part, Witnesseth, That whereas one T. M. late of R. aforesaid, deceased, Brother of them the said G. and H. by his Last Will and Testament in Writing, bearing Date, &c. did amongst other Things concerning the Disposing of his Lands and Tenements, devise and bequeath unto E. M. Son of him the said T. M. all those his Lands and Tenements in R. aforesaid, which were sometimes the Lands of T. K. the Grandfather of him the said T. **To have and to hold** all the said Lands and Tenements, with all and singular the Appurtenances, to the said E. M. and to his Heirs for ever, when he should come to the Age of, &c. and the said T. M. did by the same his Last Will and Testament further Will, that if his said Son did fortune to die before he came to his Age of, &c. that then his said Will and Mind was, that all those his said Lands and Tenements should remain unto them the above named G. M. and H. M. his Brothers, Parties to these Presents, to be had and held unto them the said G. and H. and their Heirs for ever, as in and by the said Last Will and Testament of him the said T. M. more plainly and at large it doth and may appear: **And whereas** the said E. M. Son of the said T. since the said Time, and before his said Age of, &c. departed this Life without Heir of his Body, by Reason whereof, they the said G. and H. have, according to the said Last Will and Testament of him the said T. M. entered into the said Premises unto them devised, as aforesaid, and by virtue of the said Last Will and Testament, now are and stand jointly, as Jointenants, seised thereof in their Demesne as of Fee: **And whereas** also they the said G. and H. are seised in Fee as Co-partners in Gavelkind of other Messuages, Lands and Tenements, &c. **Now therefore** to the End and Intent, that a perfect Partition may be had and made between them the said G. M. and H. M. of all and singular the said Messuages, Lands, Tenements and Hereditaments, to them devised or descended as aforesaid; and that every of them, their and every of their Heirs and Assigns, may from henceforth severally have and enjoy in Severalty, without any impeachment or Disturbance of the other of them, his or their Heirs or Assigns, his and their Part and Portion of the said Messuages to them bequeathed or descended, as aforesaid, *They the said G. M. and H. M. by their own mutual Consent and Agreement, and by the Mediation of certain Friends, indifferently elected and chosen between them, have made Partition and Division, and Do by these Presents for them, their Heirs and Assigns, make Partition and divide the said Messuages, &c. to them bequeathed or descended, as aforesaid, in Manner and Form as hereafter is mentioned; that is to say, First, he the said G. M. shall have for his Part and Portion of the said Messuages, &c. to them the said G. and H. bequeathed or descended, as aforesaid, one Messuage, &c. and other the Appurtenances, together with one, &c. containing in the Whole, by Estimation, &c. whether more or less thereof there be situate, &c. To have and to hold* the said Messuages, &c. and other the said Premises, with their Appurtenances, unto him the said G. M. his Heirs and Assigns for ever, in Severalty, and divided from the Part and Portion of the said H. M. his Heirs and Assigns; **And** he the said H. M. shall have for his Part and Portion of the said Messuages, &c. to them the said G. and H. bequeathed or descended as aforesaid, *these several Messuages, &c. following, that is to say, &c. (mentioning the Particulars) To have, &c. the said Messuages, &c. unto him the said H. M. his Heirs and Assigns, in Severalty and divided from the Part and Portion of the said G. M. as aforesaid. (Cross Covenants for quiet Enjoyment).*

An Indenture of Partition between three Jointenants.

Recital.

THIS Indenture, of three Parts, made, &c. Between M. G. of, &c. of the first Part, G. C. of, &c. of the second Part, and T. C. of, &c. of the third Part. **Whereas** H. B. and A. S. of L. Gent. by their Indenture under their Hands and Seals, and enrolled in his Majesty's High Court of Chancery, bearing Date, &c. for the Considerations therein specified, did grant, bargain, sell and confirm unto the said M. G. G. C. and T. C. and their Heirs and Assigns, all those Tithes of Corn, grain and Hay, to the Rectory of L. in the said County of S. belonging, and appertaining, then late before to the late dissolved Priory of St. L. in the said County of S. belonging, and late Parcel of the Possessions thereof, and all and singular Houses, Edifices, Barns, Stables, Dove-houses, Gardens, Orchards, Lands, Tenements, Meadows, Feedings, Pastures, Commons, Woods, Underwoods, Glebe-Lands, Tithes of Corn, Hay and Grain, Wool, Lambs, Geese, and other Tithes and Tenths whatsoever, as well great and small, as also all Oblations, Obventions, Fruits, Profits, Commodities, Advantages, Emoluments and Hereditaments whatsoever, with the Appurtenances, of whatsoever Kind or Sort the same be, situate, lying, being, growing, increasing or re-
newing

newing within the Towns, Fields, Places, Parishes or Hamlets aforesaid, or in any of them, and the Reversion and Reversions thereof, as fully, freely and wholly, and in as large and ample Manner, as her late Majesty Queen *Anne*, or any other her Predecessors, Kings or Queens of *England*, did by Letters Patent under the great Seal, &c. give or grant the said Premises unto the said *H. B. A. S. &c.* (Always excepted and reserved out of the said Grant all Advowsons, Donations, free Dispositions and Right of Patronage of Churches, Vicarages, and all other Ecclesiastical Benefices whatsoever, to the Premises belonging or appertaining); **To have and to hold** to the said *M. G. G. C.* and *T. C.* their Heirs and Assigns, to the Use and Behoof of the said *M. G. G. C.* and *T. C.* their Heirs and Assigns, for ever, as by the said recited Indenture more at large appeareth; by virtue of which said Grant or Conveyance, the said *M. G. G. C.* and *T. C.* are now jointly seised in Possession in their Demesne, and of Fee, of and in the said Glebe-Lands, Tithes, Tenths, Tenements and Hereditaments, and all other the Premises, herein before mentioned to be to them granted and conveyed: **Now this Indenture witnesseth**, that the said *M. G. G. C.* and *T. C.* **Do** by these Presents make a full, perfect and absolute Partition of the said Glebe-Lands, Tithes, Tenths, and other the Premises aforesaid, to and amongst them the said *M. G. G. C.* and *T. C.* in three Parts, to be divided in Manner and Form following; that is to say, *That* the said *M. G.* his Heirs and Assigns, shall have and enjoy to the only Use and Behoof of him the said *M. G.* his Heirs and Assigns for ever, the Moiety or one half of all the said Glebe-Lands, Houses, Buildings, Tenements, Tithes, Profits, Commodities and Hereditaments whatsoever, with the Appurtenances, situate, lying, being, coming, renewing or increasing of or in the Town or Hamlet of *B.* aforesaid, to the said Rectory of *L.* now or at any Time heretofore in any wise belonging, used, occupied or reputed or taken as any Part or Parcel thereof, in *B.* aforesaid, for the full Part, Purpart and Portion of the said *M. G.* of, in, and to all and every the Premises herein before mentioned to be granted to the said *M. G. G. C.* and *T. C.* **And** the said *T. C.* his Heirs and Assigns, shall have, hold, occupy, and enjoy to him the said *T.* his Heirs and Assigns, to the only Use and Behoof of him the said *T.* his Heirs and Assigns for ever, the other Moiety, or one half of all those Glebe-Land, Houses, Buildings, Tenements, Tithes, Tenths, Profits, Commodities and Hereditaments whatsoever, with the Appurtenances, situate, lying and being, coming, renewing or increasing, of or in the Town or Hamlet of *B.* aforesaid, to the said Rectory of *L.* now or at any Time heretofore in any wise belonging, used or occupied, or reputed or taken as any Part or Parcel thereof in *B.* aforesaid for the full Part, Purpart, or Portion of the said *T. C.* of, in and to all and every the Premises herein before mentioned to be granted to the said *M. C. G. C.* and *T. C.* **And** that the said *G. C.* his Heirs and Assigns, shall have, hold, occupy and enjoy to him the said *G.* his Heirs and Assigns, to the only Use and Behoof of him the said *G.* his Heirs and Assigns for ever, all those Glebe-lands, Tithes, Tenths, Houses, Buildings, Profits, Commodities, Tenements and Hereditaments whatsoever, with the Appurtenances, situate, lying, coming, renewing, or increasing, of or in the Town or Hamlet of *L.* aforesaid, to the Rectory of *L.* now or at any Time heretofore in any wise belonging, used or occupied, or reputed or taken as any Part or Parcel thereof in *L.* aforesaid, for the full Part, Purpart, and Portion of the said *G. C.* of, in and to all and every the Premises herein before mentioned to be granted to the said *M. C. G. C.* and *T. C.* **And** the said *T. C.* and *G. C.* **Do** by these Presents, give, grant, assign, release, and confirm to the said *M. C.* and his Heirs, *the said Moiety*, or one half of the said Premises in *B.* aforesaid, and all the Estate, Right, Title and Interest, which the said *G.* and *T.* **Have**, or either of them **Have**, or may or ought to have, of, in or to the said one Moiety, or one half of all and every the Premises in *B.* aforesaid; **To have and to hold**, to the said *M. C.* his Heirs and Assigns, to the only Use and Behoof of the said *M. C.* his Heirs and Assigns for ever: **And** the said *M. C.* and *G. C.* **Do** by these Presents give, grant, assign, release, and confirm to the said *T. C.* and his Heirs, *the said other Moiety*, or one half of the Premises in *B.* aforesaid, and all the Estate, Right, Title, and Interest, which the said *M.* and *G.* **Have**, or either of them **Have**, or may or ought to have, of, in or to the said other Moiety, or one half, of all and every the Premises in *B.* aforesaid; **To have and to hold** to the said *T. C.* his Heirs and Assigns, to the only Use and Behoof of the said *T. C.* his Heirs and Assigns for ever; **And** the said *M. C.* and *T. C.* **Do** by these Presents give grant, assign, release and confirm to the said *G. C.* and his Heirs, **All** and every the Premises in *L.* aforesaid, and all the Estate, Right, Title, and Interest which the said *M.* and *T.* **Have**, or either of them **Have**, or may or ought to have, of, in or to the said Premises in *L.* aforesaid; **To have and to hold** to the said *G. C.* his Heirs and Assigns, to the only Use and Behoof of the said *G. C.* his Heirs and Assigns for ever: **And** the said *G. C.* by himself, for him, his Heirs, Executors, Administrators and Assigns, and the said *T. C.* by himself, for him, his Heirs, Executors, Administrators and Assigns severally and respectively, and not jointly, **Do** covenant, promise and grant, to and with the said *M. C.* his Heirs and Assigns, by these Presents, that he the said *M. C.* his Heirs and Assigns, shall or may

Exception:

Partition:

Releases from one to the other.

Covenants from each to other, for quiet enjoying, &c.

may, from henceforth for ever, well and peaceably have, hold, occupy, possess and enjoy the said one Moiety, or one Half, of all and every the said Premises in *B.* aforesaid herein before limited, assigned and granted, for the Part and Purpart and Portion of the said *M.* free, clear and discharged of and from all other Estates, Rights, Titles, Interest, Charges, and Incumbrances whatsoever, had, made, caused, or willingly suffered, of or by the said *G. C.* or *T. C.* or either of them, their or either of their Heirs or Assigns, and without any Let, Trouble, Suit, Entry, Disturbance or Interruption of the said *G.* and *T.* or either of them, their or either of their Heirs or Assigns, or any of them, or of any other Person or Persons lawfully claiming, by from or under them or any of them; **And** the said *M. C.* by himself, for him, his Heirs, Executors, Administrators, and Assigns, and the said *G. C.* by himself, for him, his Heirs, Executors, Administrators and Assigns, severally and respectively, and not jointly, do covenant, promise and grant to and with the said *T. C.* his Heirs and Assigns, by these Presents, that he the said *T. C.* his Heirs and Assigns, shall or may from henceforth for ever, well, peaceably, and quietly have, hold, occupy, and enjoy the said other Moiety, or one Half, of all and every the Premises in *B.* aforesaid herein before limited, assigned and granted, for the Part, Purpart and Portion of the said *T. C.* free, clear, and discharged, of and from all other Estates, rights, Titles, Interests, Charges and Incumbrances whatsoever, had, made, caused, or willingly suffered, or hereafter to be had, made, caused, or willingly suffered, of or by the said *M. C.* and *G. C.* or either of them their or either of their Heirs and Assigns, and without any Let, Trouble Suit, Entry, Disturbance, or Interruption of the said *M.* and *G. C.* or either of them their or either of their Heirs and Assigns, or any of them, or of any other Person or Persons lawfully claiming by, from, or under them, or any of them.

The like Covenant from M. and T. C. that G. C. shall hold the Glebe-Lands and Tithes in L. assigned for his Part and Purpart.

An Indenture Quadripartite for a Partition by Lot.

THIS Indenture, made, &c. Witnesseth, That whereas the Manors, Lands Tenements and Hereditaments of Sir *J. D. Kt.* deceased, contained and specified in certain Schedules *Quadripartite* indented, unto these Presents annexed, are descended and come in Possession, Reversion or otherwise, unto *K.* now Wife of the said *H. L.* Son and Heir apparent unto *W. L.* Esq; and to *A.* now Wife of *F. M.* Esq; and to *M.* now Wife of *T. G.* Esq; and to *F.* now Wife of *J. H.* the Younger, Gent. Son of *J. H.* the Elder, Esq; **And** whereas the said *H. L.* and *K.* his Wife, *F. M.* and *A.* his Wife, are now seized in Possession and Reversion in the Right of the said *K.* *A. M.* and *F.* of one Estate or Estates of Inheritance, Part in Possession and Part in Reversion, no Severance being yet thereof had or made; **The** said *H. L.* for him, his Heirs, Executors and Administrators, for the Part of him the said *H. L.* and *K.* his Wife, and their Heirs; the said *J. H.* the Younger, and *F.* his Wife, and their Heirs; the said *F. M.* for him, his Heirs, Executors and Administrators, for the Part of himself, and the said *A.* his Wife, and their Heirs; and the said *J. G.* for him, his Heirs, Executors and Administrators, for the Part of him and *M.* his Wife, and their Heirs, that is to say, Every of the said Parties severally for themselves, their Heirs, Executors and Administrators only, and not jointly, do covenant, agree, conclude and grant severally, to and with Every of the other Parties, their Heirs, Executors, Administrators and Assigns by these Presents, in Manner and Form following, that is to say, **That** the said Manors, Lands, Tenements and Hereditaments, as well in Possession as Reversion, by four such several Portions as they be now set out in the four several Schedules *Quadripartite*, shall within two Days next ensuing the Sealing and Delivery hereof, be put by them in several Scrolls in Writing, that is to say, In every Scroll one of the four Portions and Parts shall be inclosed in four several Balls of Wax, so that no Part of the said Scrolls may be seen; and that the same four Balls of Wax shall be after put in a Cap or Hat, and there shuffled together, and that then within the said two Days they shall agree upon some indifferent Man or Child, and cause him to put his Hand into the said Cap or Hat at Adventure, the said Cap or Hat being closed, and to take first one Ball of Wax alone, and deliver it to the said *H. L.* or to the said *W. L.* his Father, or to some other, for the said *H. L.* and *K.* his Wife; and after to take out another Ball of Wax alone, and deliver it to the said *F. M.* for the said *F.* and *A.* his Wife; and after to take out another of the said Balls of Wax alone, and deliver it to the said *T. G.* for the said *T.* and *M.* his Wife; and after to take out the fourth Ball of Wax, and deliver it to the said *J. H.* the Younger, and *F.* his Wife; and immediately after such Delivery, every of them that shall so receive such Balls of Wax, or his Attorney or Deputy, shall forthwith open the same Balls of Wax, and cause or suffer the Scroll therein contained to be read and openly declared among them, and that the same shall stand and remain as a full and perfect Partition and Severance among and between the said Co-partners of all the said Manors, Lands, Tenements and Hereditaments;

ments; and that after such Partition and Allotment made, the said *H.* and *K.* his Wife and their Heirs, the said *F.* and *A.* his Wife, and their Heirs, the said *H.* the Younger, and *F.* his Wife, and their Heirs, and the said *T. G.* and *M.* his Wife, and their Heirs, shall stand and agree to the said Partition and Allotment, and to all Things contained and specified in the said Schedules *Quadripartite*, indented, according to the true Intent and Meaning written in the same Schedules, and in these Indentures, and shall permit and suffer the same to stand, remain and abide in its full Strength and Force for ever. **And further**, the said *H. L.* for him, his Heirs and Executors, for the Part of him the said *H.* and *K.* his Wife, and their Heirs; the said *J. H.* the Elder, his Heirs and Executors, for the Part of the said *J. H.* the Younger, and *F.* his Wife, and their Heirs; and the said *F. M.* his Heirs and Executors, for him and the said *M.* his Wife; that is to say, that every of the said Parties severally, by and for themselves, and their Heirs and Executors only, doth covenant and grant to and with every of the other said Parties severally, their Heirs and Executors only, that every of the said Parties, his Wife and Heirs, for whom he or any of them covenanteth and granteth, to and with the other, by these Presents, shall, for and by the Space of Seven Years next, &c. as far as the Law will permit and suffer, at the reasonable Request and Costs and Charges in the Law, and otherwise, of such the said Parties as shall desire the same, do, acknowledge or suffer to be done, all and every such reasonable and further Act and Acts, Thing and Things, be it by Fine, Recovery, Deed or Deeds, or otherwise, as shall by such Party or Parties, or their Counsel learned, be reasonably devised or advised, for the better and more perfect Assurance of the said several Portions, Allotments and Things in the said Schedules *Quadripartite* indented and contained, according to the true Intent and Meaning of all the said Parties: **And** that every of the said Parties, their Heirs and Assigns, shall or may, for ever hereafter have, hold, occupy and enjoy their said several Portions and Allotments acquitted and discharged, or otherwise sufficiently saved harmless, &c. **And** that the said Co-partners and their Husbands, their Heirs and Assigns, shall permit and suffer every of the other Co-partners their Husbands, and their Heirs and Assigns, to have and keep all such Evidences, Deeds and Writings, as concern such Manors, Lands and Tenements, as are to them severally allotted, as aforesaid, alone, and true Copies of all other Deeds, Evidences and Writings, as do concern the same Manors, Lands and Tenements; the same to be copied and written out at the Costs and Charges of such as shall desire the same. **And whereas** *R. N.* Gent. hath an Annuity or yearly Rent of 20*l.* going out of the Premises for the Term of his natural Life, it is covenanted and agreed by all the said Co-partners, that each of them shall pay to the said *R. N.* yearly the Sum of 5*l.* at such Time and Place as it hath heretofore been used and accustomed to be paid. **And** it is further agreed by and between the said Parties, That if it shall hereafter happen, that any of the Manors, Lands or Tenements, of any of the said four Portions allotted, as aforesaid, unto any of the said Co-partners, shall by due Order and Course of Law or Equity, without Fraud or Covin, be recovered, and lawfully evicted, so that it cannot be held and enjoyed according to the said Partition and the true Intent of all the said Co-partners and their Husbands, that then and in such Case the rest of the said Co-partners, and their Heirs and Assigns, shall and will recompense and satisfy, at their equal Costs and Charges, unto the Party so evicted, so much as the Value of the Land so evicted shall amount unto; **And** that all the Woods and Under-woods now standing, being, and growing upon the Premises, or any Part thereof, shall be severed and equally divided amongst the said Co-partners and their Husbands before the Feast of *P.* next coming after the Date hereof; **And** that it shall be lawful to and for the said Co-partners, their Heirs and Assigns, to have free Ingress, Egress and Regress in and to all the Lands before mentioned to be divided and severed, and every or any Part or Parcel thereof, where any of the Woods do grow, (and through which they must be carried therefrom) and to fell, cut down, and carry away so much thereof as shall be severally allotted unto any of them. **In Witness**, &c.

Mutual Covenants for further Assurance.

That all the Copartners shall pay an Annuity out of their Parts,

That the Wood shall be severed, &c.

An Indenture of Partition to be made between Coheirs of Houses, &c.

THIS Indenture, made, &c. **Between**, &c. **Witnesseth**, That it is covenanted, granted and agreed, by and between the said Parties, for a Partition between them to be had made of five Messuages, &c. of the said *A. B.* as Daughters and Heirs of the said *A. B.* And first it is covenanted and granted, by and between the said Parties, **And** the said *J. M.* and *C.* his Wife, for them and the Heirs of the said *C.* do covenant and grant to and with the said *T. S.* and *E.* his Wife, and the Heirs and Assigns of the said *E.* that the said *T. S.* and *E.* in the Right of the said *E.* and the Heirs and Assigns of the same *E.* shall have, hold and enjoy to the said *T. S.* and *E.* in the Right of the said *E.* in Severalty for ever, one Messuage or Tenement, &c. and that other Messuage or Tenement, situate, &c. in as large and ample Manner and Form, as the said, &c. now have, hold, occupy and enjoy the same, in

The Partition.

full Recompence and Allowance of and for all the Part and Purpart that to the said *E.* appertaineth, or of Right ought to appertain and belong, of all the said five Messuages, &c. by and after the Decease of the said *A. B.* as one of the Daughters and Heirs of the said *A. B.* And the said *T. S.* and *E.* for them, and the Heirs and Assigns of the said *E.* do by these Presents covenant and grant, to and with the said *J. M.* and *C.* and the Heirs and Assigns of the said *C.* That the said *T. S.* and *E.* in the Right of the said *E.* and the Heirs and Assigns of the said *E.* shall and will accept and take the said three Messuages, &c. in full Recompence and Allowance of and for the Part, Purpart, and Portion of all the said five Messuages, &c. to the said *E.* from and after the Decease of the said *A. B.* as one of the Daughters and Heirs of the said *A. B.* belonging or appertaining. And the said *J. M.* and *C.* in the Right of the said *C.* and the Heirs and Assigns of the said *C.* shall have hold, occupy, and enjoy to the said *J. M.* and *C.* in the Right of the said *C.* and the Heirs and Assigns of the said *C.* in Severalty for ever, the said two Messuages, &c. in as large and ample Manner and Form, as the said *J. M.* and *C.* now have, hold, occupy and enjoy the same, in full Recompence and Allowance of and for the said Part, Purpart or Portion that to the said *C.* appertaineth, or of Right ought to appertain or belong, of all the said five Messuages, by and after the Decease of the said *A. B.* as one of the Daughters and Heirs of the said *A. B.* And the said *J. M.* and *C.* for them and the Heirs and Assigns of the said *C.* do by these Presents covenant and grant, to and with the said *T. S.* and *E.* and the Heirs of the said *E.* That he the said *J. M.* and *C.* in the Right of the said *C.* and the Heirs and Assigns of the said *C.* shall and will accept and take the said two Messuages, in the Tenures of, &c. in full Recompence and Allowance of and for her Part, Purpart, and Portion of all the said five Messuages, &c. to the said *J. M.* and *C.* by and after the Death of the said *A. B.* as one of the Daughters and Heirs of the said *A. B.* belonging or appertaining; And for and in Consideration that the said Messuages to the said *J. M.* and *C.* in Form aforesaid allotted, be of better Value than the said Messuages to the said *T. S.* and *E.* in Form aforesaid allotted, the said *J. M.* and *C.* for them, their Heirs, Executors and Administrators, do covenant and grant, to and with the said *T. S.* and *E.* their Executors and Administrators, That they the said *J. M.* and *C.* their Heirs, Executors and Administrators, shall well and truly pay, or cause to be paid, to the said *T. S.* and *E.* their Executors or Administrators, the Sum of, &c. And it is also covenanted, granted and agreed between the said Parties, and each of the said Parties do covenant, grant and agree, for them, and their Heirs and Assigns, by these Presents, to and with the other of them, their Heirs and Assigns, That it shall and may be lawful to and for either of the said Parties, their Heirs and Assigns, from Time to Time, and at all Times needful, to enter into any Parcel of the Part and Purpart of the other, for the repairing, amending and doing of any Thing necessary for the Maintenance and Preservation of the Tenements aforesaid, to them severally allotted and appointed by these Presents, and that neither of the said Parties, their Heirs or Assigns, at any Time hereafter, shall make any new Building, or do any other Thing, in any Part or Parcel of the Part and Purpart of either of them, that shall or may stop, impair or hinder the Light, Gutters or Kennels of the Part or Purpart of the other of them. **In Witness, &c.**

A Partition or Division of Land between the Owners thereof in Fee-simple, with good Covenants.

THIS Indenture, &c. Between *A. W.* Son of *W. W.* late of *L.* Barr. deceased, of the one Part, and *C. W.* Cit. and *M.* of *J.* of the other Part. **Whereas** by an Act of Parliament made in the first Year of the late Reign of our Sovereign Lord *Edward* the 6th, late King of England, intituled, *An Act for dissolving and determining of divers Chantries, Colleges, Guilds, and Fraternities*; amongst other there did come to the Possession of the said late King, all those two Messuages and Tenements, Shops, Cellars, Solars, Yards, Chambers, &c. then in the Tenure, &c. situate in the Parish of *St. Peter*, &c. in the City of *L.* aforesaid; **And whereas** the said late King *Edward* 6 by his Letters Patent, made under his Great Seal of England, and bearing Date, &c. amongst other Things did give and grant the said two Messuages, and other the Premises, with the Appurtenances to *E. E.* then of the City of *L.* Esq; and to *T. B.* of, &c. and to their Heirs for ever, to be holden of the said late King, his Heirs and Successors, by Fealty, in free Burgage of the said City of *L.* and not in chief, for all Services and Demands whatsoever, as by the said Letters Patent and Records thereof more plainly, &c. **And whereas** the said *C. W.* and *A. W.* by good and lawful Conveyance are and stand seised of the said two Messuages, and other the Premises, with their Appurtenances, to them and their Heirs for ever; that is to say, the said *C.* is and standeth seised of one Moiety thereof, and the said *A.* of the other Moiety thereof by good and perfect Estates in Fee-simple; **Now this Indenture witnesseth**, that they the said *C.* and *A.* of one Assent and Consent for them and their Heirs, have made full and clear Division of all the said Messuages

Messuages or Tenements, and other the Premises, with their Appurtenances, in Form as followeth; that is to say; **The** said *C. W.* his Heirs and Assigns, shall and may from henceforth have, hold and enjoy to the said *C.* his Heirs and Assigns for ever, to the only Use and Behoof of the same *C.* his Heirs and Assigns for ever, all that, &c. abutting, &c. containing, &c. **And** that the said *A. W.* his Heirs and Assigns, shall and may, &c. all that, &c. **And** forasmuch as the said Part of the Premises in the Division aforesaid, allotted to the said *C. W.* is the better Part thereof, the same *C.* in Consideration thereof, before the Ensealing of these Presents, hath given, contented and paid to the said *A. W.* the Sum of, &c. whereof the said *A.* acknowledgeth himself fully and truly paid and satisfied, and thereof acquitteth, &c. **And** the said *A. W.* for him and his Heirs, doth by these Presents ratify and confirm to the said *C.* his Heirs and Assigns for ever all that Part of the said two Messuages, and other the Premises, allotted to the said *C.* in and by the Division; **And** also the said *A. W.* covenanteth, &c. in Form, &c. That he the said *A.* and his Heirs, and all other having or lawfully claiming, or which may have or lawfully claim to have any lawful former Estate, Right, Title or Interest, to the Premises, or any Part thereof allotted to the Part of the said *C.* as aforesaid, from Time to Time and at all Times, during three Years next, &c. at and upon the reasonable Request of the said *C.* his Heirs and Assigns, to be made to the said *A.* or his Heirs, and at the Costs and Charges in the Law of the said *C.* his Heirs or Assigns, shall and will do, make, acknowledge, and suffer, and cause, &c. with Warranty only against the said *A.* and his Heirs, all and every such Act and Acts, Thing and Things in the Law, as by the said *C.* his Heirs or Assigns or their Counsel learned in the Laws of this Realm shall be lawfully and reasonably devised or advised, for the further and better Assurance, Surety, and Sure making of all the said Part of the Premises allotted to the said *C.* as aforesaid, to him the said *C.* his Heirs and Assigns, for their own Use clearly and absolutely, without any Condition, for ever to be made sure; **And** that he the said *A. W.* at the Time of the making of the said Division was, and until the Time of the full Perfection thereof, and of good Assurance made to the said *C.* and his Heirs, of that Part of the Premises to them allotted, as aforesaid, shall be and stand lawfully seised in his Demesne as of Fee, of one Moiety of the said two Messuages, and other the Premises, without any Condition or Defeazance; **And** that he the said *A.* at the Time of the said Division-making, had and hath good and lawful Right, Authority and Power to make and finish the same Division, to and with the said *C.* according to the true Meaning of these Presents; **And** further, that all the said Part of the Premises allotted to the said *C.* and his Heirs, as aforesaid, is and for ever shall be and stand clear and clearly acquitted and discharged, or otherwise at all Times saved harmless by the said *A.* his Heirs, Executors and Administrators, of and from all and singular former Grants, Bargains, Sales, &c. had, made, done or agreed unto by the said *A. W.* or by his Means, Knowledge, Consent or Procurement; **And** moreover, that he the said *C. W.* his Heirs and Assigns, for their own Use for ever, shall and may from henceforth peaceably and quietly have, &c. all the said Part of all and singular the Premises to the said *C.* allotted, as aforesaid, without any Let, Interruption, Suit, Trouble, or Eviction of the said *A.* his Heirs or Assigns, or any other Person or Persons, by his or their Means, Title, Consent or Procurement; **And** the said *C. W.* covenanteth as *A. W.* before hath covenanted, &c. **In Witness, &c.**

An Indenture of Partition of Lands between Tenants in Common, who have several Interests in divers Respects.

THIS Indenture, made, &c. **Between** *I. B.* senior, of, &c. *I. B.* junior, Son and Heir apparent of the said *I. B.* senior, and *R. G.* of, &c. Gent. of the one Part, and *I. D.* of, &c. *S.* Gent. Son and Heir of *B. D.* late of, &c. Doctor in Physick, *G. D.* Widow and Relict of the said *B. D.* and *R. F.* of the City of *C.* aforesaid, Esq; of the other Part: **Whereas** the said Parties or some of them are Tenants in Common, of and in all that Messuage, &c. Of which said Messuage, Lands, Woods, Tenements and Hereditaments and Premises, two third Parts do belong to the said *I. B.* senior, and *I. B.* junior, and *R. G.* or some of them, and to the Heirs of the said *I. B.* junior, and of the said *R. G.* respectively, according to their respective Estates, Rights and Interests therein; **And** the other third Part of the same Messuage, Lands, Woods, Tenements, Hereditaments and Premises doth belong to the said *I. D. G. D.* and *R. F.* or some of them, and to the Heirs of the said *I. D.* according to their respective Estates, Rights, Titles, and Interests therein: **And** whereas the said *I. B.* senior, *I. B.* junior, *R. G. I. D. G. D.* and *R. F.* have agreed to make Partition between them in such Manner as herein after mentioned: **Now this Indenture witnesseth**, that in Pursuance of the Agreement aforesaid (Respect being had to the true Value of all the said Messuage, Lands, Woods, Tenements, Hereditaments and Premises,) the said Parties have divided the same into three equal Parts; **And** that the said *I. B.* senior, and *I. B.* junior, and *R. G.* have assigned and delivered, and by these Presents do assign and deliver unto the said

said *I. D. G. D.* and *R. F.* one third Part of the said Messuage, Lands, Tenements, Hereditaments and Premises, with the Appurtenances, (to wit) All that Piece or Parcel of Marsh-land, &c. at the Will and Pleasure of the said *I. D. G. D.* and *R. F.* and their Assigns; **To have and to hold** the said several Pieces of Marsh-land and Premises herein beforementioned to be assigned unto the said *I. D. G. D.* and *R. F.* in Severalty for the Proportions and in lieu of their third Part aforesaid, according to the respective Interests and Estates which the said *I. D. G. D.* and *R. F.* respectively had in the said third Part, before the making of these Presents: **And this Indenture further witnesseth**, that the said *I. D. G. D.* and *R. F.* have assigned and delivered, and by these Presents do assign and deliver unto the said *I. B.* senior, *I. B.* junior, and *R. G.* two third Parts of all the said Messuages, Lands, Tenements, Hereditaments and Premises, with the Appurtenances, (to wit) All that Messuage, &c. at the Will and Pleasure of the said *I. B.* senior, *I. B.* junior, and *R. G.* and their Assigns, and the Heirs and Assigns of the said *R. G.* and *I. B.* junior; **To have and to hold** the said Messuage, Lands, Tenements, Woods, Marshes and Premises herein before last mentioned to be assigned unto the said *I. B.* the elder, *I. B.* the younger, and *R. G.* and to the Heirs of the said *I. B.* the younger, and *R. G.* in Severalty for their Proportion, and in lieu of their two third Parts aforesaid, according to the respective Interests and Estates which the said *I. B.* the elder, *I. B.* the younger, and *R. G.* respectively had in the said two third Parts before the making of these Presents: **And** the said *I. B.* the elder, doth for himself, his Heirs, Executors, and Administrators, covenant and grant to and with the said *I. D. G. D.* and *R. F.* their Heirs and Assigns, by these Presents, that he the said *I. B.* the elder, hath not at any Time done, committed or willingly suffered, any Act or Thing whatsoever, whereby or wherewith the Premises to the said *I. D. G. D.* and *R. F.* assigned in Partition, as aforesaid, or any Part thereof, are or is, or shall or may be impeached or incumbered in Estate, Title, Charge or otherwise howsoever: **And also** that he the said *I. B.* the elder, and his Heirs, and all and every other Person and Persons, having and lawfully claiming, or which shall or may have or lawfully claim any Estate, Right, Title or Interest, of, in or to any Part of the said Premises herein before-mentioned to be assigned to the said *I. D. G. D.* and *R. F.* in Partition, as aforesaid, by, from or under him the said *I. B.* the elder, shall and will from Time to Time, and at all Times during the Space of ten Years next ensuing the Day of the Date of these Presents, upon the reasonable Request, and at the Costs and Charges in the Law of the said *I. D. G. D.* and *R. F.* make, do, acknowledge, levy, execute and suffer all and every such further and other reasonable Act and Acts, Thing and Things, Conveyance and Assurance in the Law whatsoever, for the Confirmation of the Partition aforesaid; and for the further, better and more perfect conveying, assigning and assuring unto the said *I. D. G. D.* and *R. F.* in Form aforesaid, all the said Lands and Premises herein before-mentioned to be assigned and delivered unto the said *I. D. G. D.* and *R. F.* in Partition, as aforesaid, as by the said *I. D. G. D.* and *R. F.* or any of their Counsel learned in the Law, shall be reasonably devised, advised or required. [*Like Covenants from I. B. Junior, and the like from R. G.*] **And** the said *I. D.* doth for himself, his Heirs, Executors and Administrators, covenant and grant to and with the said *I. B.* the elder, *I. B.* the younger, and *R. G.* their Heirs and Assigns by these Presents, that he the said *I. D.* hath not at any Time done, committed or willingly suffered any Act or Thing whatsoever, whereby or wherewith the Premises to the said *I. B.* the elder, *I. B.* the younger, and *R. G.* assigned in Partition as aforesaid, or any Part thereof, are or is, or shall or may be impeached or incumbered in Estate, Title, Charge, or otherwise howsoever: **And also**, that he the said *I. D.* and his Heirs, and all and every other Person and Persons, having or lawfully claiming, or which shall or may have, or lawfully claim any Estate, Right, Title or Interest, of, in or to any Part of the Messuages, Lands, Tenements, Hereditaments and Premises herein before-mentioned to be assigned to the said *I. B.* the elder, *I. B.* the younger, and *R. G.* in Partition, as aforesaid, in, by, from or under him the said *I. D.* shall and will from Time to Time, and at all Times, during the Space of ten Years next ensuing the Date of these Presents, upon the reasonable Request, and at the Costs and Charges in the Law of the said *I. B.* the elder, *I. B.* the younger, and *R. G.* and the Heirs and Assigns of the said *I. B.* the younger, and of the said *R. G.* make, do, acknowledge, levy, execute and suffer all and every such further and other reasonable Act and Acts, Thing and Things, Conveyance and Assurance in the Law whatsoever, for Confirmation of the Partition aforesaid: And for the further, better and more perfect conveying, assigning and assuring unto the said *I. B.* the elder, *I. B.* the younger, and *R. G.* and unto the Heirs and Assigns of the said *I. B.* the younger, and of the said *R. G.* all the said Messuage, Lands, Tenements and Premises herein before-mentioned to be assigned and delivered unto the said *I. B.* the elder, *I. B.* the younger, and *R. G.* in Partition, as aforesaid, as by the said *I. B.* the elder, *I. B.* the younger, and *R. G.* or their Assigns, or the Heirs or Assigns of the said *I. B.* the younger, and *R. G.* or any of them, their or any of their Counsel learned in the Law shall be reasonably devised, or advised or required.

Note :

Note; *The like Covenants are to be on the Part of G. G. and the like on the Part of R. F. In Witness, &c.*

Partition of Copartners.

THIS Indenture made, &c. Between R. C. of the one Part, and J. F. of the other Part. **Whereas** the said Parties to these Presents have been of late Copartners together in the Trade of, &c. and by reason of the said Joint Trade and dealing, divers Debts have become and are due and owing unto the said R. C. and J. F. for divers Goods and Wares, and also the said R. C. and J. F. are and stand engaged for divers Sums of Money: **And whereas** also the said Parties for divers good Reasons them moving, have concluded and agreed to put an End to their Joint Trade and Copartnership; and the said R. C. is contented, and has agreed for the Consideration hereafter mentioned, to assign unto the said J. F. all the Debts and Sums of Money which are due and owing unto them the said R. C. and J. F. jointly; **And** the said J. F. hath likewise agreed and undertaken to discharge and pay all Debts and Sums of Money, which they the said R. C. and J. F. do jointly owe to any Person or Persons, for or by Reason of their said Joint Trade or Copartnership: **Now this Indenture witnesseth**, that the said R. C. for the Consideration hereafter in these Presents mentioned, **Doth** grant, assign, and set over unto the said J. F. his Executors, Administrators and Assigns, all and singular such Debts and Sums of Money as are owing to him the said R. C. severally or jointly with the said J. F. for or concerning the said Joint Trade; and all his Right, Title, Interest, Property, Claim and Demand whatsoever, in and to the said Debts, or any of them; and also all and singular Bills, Bonds, Specialties and Writings whatsoever, for and concerning the said Debts, and the late Copartnership between them; all which said Debts are mentioned and expressed in a certain Schedule hereunto annexed; **To have and to hold** all and every the said Debts, Specialties and Writings, unto the said J. F. his Executors, Administrators and Assigns, to his and their own proper Use and Behoof, without any Manner of Account therefore to be given to him the said R. C. his Executors, Administrators or Assigns; **And** the said R. C. doth by these Presents give and grant to the said J. F. his Executors, Administrators and Assigns, full Power and Authority to ask, levy, recover and receive in the Name of the said R. C. by all such lawful Ways and Means, as should be thought requisite by the said J. F. his Executors, Administrators or Assigns, all and singular the said Debts and Sums of Money, expressed in the said Schedule, for and to the only Use and Behoof of the said J. F. his Executors, Administrators and Assigns, without any Account to be made, had or given for the same, or any Part thereof; **And further**, that if the said R. C. or his Assigns, or any Person or Persons, by Virtue of any Power or Authority derived from them, have at any Time heretofore received, released or discharged any of the said Debts or Sums of Money mentioned in the said Schedule (other than such Sums of Money as have been released by the Consent of the said J. F.) that then, and upon Notice given by the said J. F. his Executors, Administrators or Assigns, to the said R. C. his Executors, Administrators or Assigns, he the said R. C. his Executors or Administrators, shall, within twenty Days next after such Notice given to the said R. C. or his, &c. satisfy and recompense the said J. F. or his, &c. for the same, without Fraud or Covin; **And** that he the said R. C. his Executors or Administrators, shall not, at any Time or Times hereafter, wittingly or willingly do or suffer any Act or Thing, to hinder, let or disturb him the said J. F. his Executors, Administrators or Assigns, in the Recovery, Getting in, or Obtaining the said Debts, or any of them: **And moreover**, that he the said R. C. his Executors and Administrators, shall and will, upon reasonable Request to him or them made, by the said J. F. his Executors, Administrators or Assigns, make, seal and deliver to him or them, such other sufficient Letter or Letters of Attorney, for the Recovery or Getting in of the said Debts and Sums of Money, as by the said J. F. his Executors, Administrators or Assigns, or his or their Counsel learned in the Law, shall be reasonably devised, advised or required; **In Consideration** whereof the said J. F. for himself, his Executors and Administrators, **Doth** covenant, promise and grant to and with the said R. C. his Executors, and Administrators, in manner and form following; (that is to say) That he the said J. F. Executors or Administrators, shall and will, at or before the &c. procure and obtain to and for the said R. C. his Executors or Administrators, sufficient General Releases and other Discharges in Law, from all Creditors whose Names are in the Schedule hereunto annexed; **And also** that he the said J. F. his Executors or Administrators, shall and will, at all Times for ever hereafter, save and keep harmless and indemnified the said R. C. his Executors or Administrators, against all and every Person and Persons whatsoever, to whom they the said R. C. and J. F. or either of them are indebted, touching or concerning the said Copartnership, and of and from all Actions, Suits, Costs, Damages, Charges, Judgments, Executions and Demands whatsoever, which shall at any Time hereafter arise and come against the said R. C. his Executors or Administrators, or any of his or their Lands, Tenements,

ments, Goods or Chattels, or any Part thereof, for or by Reason of any Debts or Sums of Money owing, or for or by Reason of any Bill, Bond, Specialty, Promise or Contract, touching the said Copartnership. **In Witness** &c.

Partners. See **Copartnership.**

Petition.

A Petition that an Infant Trustee may join in a Conveyance, pursuant to the Statute.

To The Right Honourable *Philip* Lord *Hardwicke*, Lord High Chancellor of *Great Britain*.

The humble Petition of a Widow and Relict of *B.* deceased, and of *C.* and *D.* the sole Daughters and Issue of the said *B.* by the said *A.*

Sheweth,

THAT your Petitioners having contracted with *E* for the Sale to him of the Manor of *F.* and divers Messuages, Lands and Tenements in or near the Parish of *G.* in the County of *H.* (late the Estate of the said *B.* and now of your said Petitioners, or of some of them) the Counsel for the said *E.* the Purchaser objects, that the legal Estate of the Premises is by Virtue of or under the last Will of Sir *J. A.* Knt. come to and vested in one Sir *K. K.* Bart. (an Infant of about the Age of 18 Years) as Nephew and Heir of Sir *L. K.* Bart. deceased, who was Son and Heir of Sir *K. K.* Bart. also deceased; and that it would not be proper or adviseable for the said *E.* to proceed in the Purchase of the Premises without taking in such legal Estate, although the same is only in Trust for your said Petitioners, or some of them; but by Reason of the Infancy of the said first named Sir *K. K.* the same cannot be effected without an Order of this High and Honourable Court, injoining and directing the said Infant to convey the same, in pursuance of the late Act of Parliament made in the 7th Year of the Reign of her late Majesty Queen *Anne*, (Intituled, an Act to enable Infants who are seised or possessed of Estates in Fee in Trust, or by way of Morigage, to make Conveyances of such Estates).

Wherefore your Lordship's said Petitioners do humbly pray, that the said Sir *K. K.* the Infant may be directed and injoined to convey, or join with your said Petitioners in Conveying the said Manor and Premises unto the said *E.* his Heirs and Assigns, or as he or they shall appoint: And your said Petitioners, as in Duty bound, shall ever pray, &c.

A Petition to Justices of the Peace, in the Quarter-Sessions, for building a Cottage.

To the Worshipful the Justices of the Peace at the General Quarter-Sessions of the Peace to be holden at, &c. in the County of, &c. on the Day, &c.

The humble Petition of *A. B.* of, &c. Labourer.

Sheweth,

THAT whereas your Petitioner, being with his Wife and Children settled as an Inhabitant of and in the said Parish of, &c. and at present destitute of an Habitation, hath by Address made to *C. D.* Esq; Lord of the Manor of, &c. obtained his Consent under his Hand and Seal, for your Petitioner to erect, build and set up a Cottage on the Waste within the Parish of, &c. aforesaid, for an Habitation for himself and his Family, if an Order of Sessions can be obtained for Confirmation thereof, as by the Paper hereto annexed, appears.

May you therefore be pleased to grant to your poor Petitioner the Order of this Court, whereby your said Petitioner may be enabled to set up a Cottage for an Habitation, for himself and poor Family, on some convenient Place on the Waste within the Parish of, &c. And your Petitioner shall ever pray, &c.

A Petition

A Petition of a poor Prisoner, to Justices, in order to his Discharge from Prison.

To the Worshipful the Justices of Peace, at their General Quarter-Sessions of the Peace, holden this Day, &c. at &c.

The humble Petition of A. B. of, &c.

Humbly sheweth,

THAT your Petitioner being in the Prison of, &c. on an Execution for a Debt of, &c. due to, &c. and being no Way able to pay his said Creditors their said Debts, he humbly desires the Benefit of the late Act of Parliament for the Relief and Release of poor Prisoners for Debt.

Your Petitioner therefore prayeth, That your Worships will be pleased to issue out your Warrant to the Keeper of the Prison of, &c. aforesaid, That he may be brought before your Worships, to take the Oath required by the said Act: And your Petitioner shall ever pray, &c.

A Petition of a Seaman to the Lords of the Admiralty, &c. for Admission into Greenwich Hospital.

To the Right Honourable the Lords Commissioners of the Admiralty of England, &c. and Governor of Greenwich Hospital.

The humble Petition of A. B. &c.

Humbly sheweth,

THAT your Petitioner hath, for many Years last past served on Board the Navy Royal of England, as a registred Seaman, which the Certificate herewith produced fully makes appear; and in such service lost the Use of one of his Arms, by Reason whereof, and of his great Age and Infirmities, he is disabled to act as a Seaman for the future, or to do any thing else for a livelihood and subsistence.

He therefore humbly desires of your Lordships that he may be admitted into Greenwich Hospital, and there provided for, as an Act made in the 10th Year of Queen Anne provides and directs: And your Petitioner shall ever pray, &c.

A Petition of an Officer's Widow to the King for a Pension.

To the King's most Excellent Majesty.

The humble Petition of C. B. Widow of Captain A. B. &c.

Sheweth,

THAT your Petitioner's late Husband A. B. of, &c. was a Captain of Foot in your Majesty's Service, in the Regiment commanded by the Honourable, &c. as appears by the Commission in your Petitioner's Custody; and at the Battle of, &c. in the Service of your said Majesty, the said A. B. your Petitioner's Husband was killed, leaving his Widow and three small Children wholly unprovided for, and without any Thing to subsist upon; so that your Petitioner and her Family are reduced to Poverty, and must inevitably want if not relieved by your Majesty's Grace and Bounty.

Your Petitioner therefore humbly prays that your Majesty will be graciously pleased to grant to her such Pension as is usually allowed to Officers Widows, or otherwise to relieve her as your Majesty out of your abundant Goodness shall think fit: And your Petitioner shall ever pray, &c.

Presentation.

Presentation.

A Presentation to a Living, Directed to a Bishop.

TH the Right Reverend Father in God, *Thomas* by divine Permission, Lord Bishop of *London*, to his Vicar-General in Spirituals, or to any other Person or Persons, having or to have sufficient Authority in this Behalf, *A. B.* of the County of *L.* Esq; the true and undoubted Patron of the Vicarage of *C.* in the County of *B.* and your Lordship's Diocese of *L.* Greeting: I present to your Lordship and to the Vicarage and Parish Church of *C.* aforesaid, now void by the natural Death of the Reverend *G. P.* the last Incumbent thereof, and to my Presentation in full Right belonging, my beloved in *Christ* *R. B.* Bachelor of Arts, humbly praying, that your Lordship would be graciously pleased to admit, and canonically to institute him the said *R. B.* to the Vicarage and Parish Church of *C.* aforesaid, to invest him with all and singular the Rights, Members and Appurtenances thereunto belonging, to cause him to be inducted into the real, actual and corporal Possession thereof, and to do all other things which to your Pastoral Office may in this Case appertain or belong. **In Witness** whereof I have hereunto set my Hand and Seal, this Day of 1758.

Signed and sealed in the
Presence of *A. B.*
 C. B.

Protections.

A Protection by a Member of Parliament.

INasmuch as I have a special Occasion to employ the Bearer hereof *A. B.* my Servant, in and about my Business and Occasions, during this present Session of Parliament; These are therefore to will and require all Persons whom it may concern, to forbear to arrest, attach or imprison the said *A. B.* but to permit and suffer him peaceably and quietly to go about his Business, at his Will and Pleasure during this present Session, without any Suit, Arrest or Disturbance, as you will answer the contrary at your Peril. Given under my Hand and Seal the Day of 175

A Protection by a Foreign Minister.

I *A. B. des Corte*, Resident from his Majesty the King of *D.* at the Court of *Great Britain*, do hereby certify whom it may concern, that the Bearer hereof *C. D.* Gentleman, is my domestick Servant, in Quality of Secretary; and therefore all Officers, civil and military, are hereby required not to arrest, molest or trouble the said *C. D.* as they will answer the contrary at their Peril, in Pursuance of the Act of Parliament made and passed in that Behalf. Given under my Hand and Seal this Day of

A. B. des C.

To all Mayors, Sheriffs, Under-Sheriffs,
Marshals, Officers, and all others
whom it doth or may concern.

Provisoes.

That if the Marriage Portion be called in before a Settlement is made of Lands to be purchased therewith, the same to be put out again, upon the same Trusts as before.

PROvided always, and it is declared and agreed by and between the said Parties to these Presents, that if the said Sum of — shall be called in before such Settlement is made, the same shall be put out again, and be on the same Trusts herein before declared touching the same.

The

That Trustees in ee d s shall not be answerable for one another, and that they shall be allowed their Expences, &c.

PROVIDED (also) (always, and lastly it is hereby intended, agreed, and declared, by and between all the Parties to these Presents) that (it shall and may be lawful to and for) the said Trustees, or any or either of them, (or their Respective Heirs, Executors, Administrators, or Assigns) shall not be answerable for one another, but each for himself and his own Acts only; nor for any Sum or Sums of Money but what they respectively actually receive, (nor for any Security taken for the said Trust-Money, or any Person with whom the said Trust-money, or any Part thereof, shall be lodged for safe Custody, nor for any Agent employed about the said Trust); and that they the said Trustees, and each of them, shall and may from Time to Time out of the Trust Money, and the Interest and Produce thereof, (or out of the Rents, Issues and Profits, Interest, Dividends and Produce of the hereby released and assigned Freehold and Leasehold Premises, and of the said Annuities, Stocks and other the Premises so vested and intended to be vested in them as aforesaid) deduct, retain and reimburse unto him and themselves respectively all such Costs, Charges, Damages and Expences, as they, or either of them, their or either of their Heirs, Executors, Administrators and Assigns, shall bear, pay, expend, sustain, or be put unto by reason of the Trust hereby in them reposed, or the Execution thereof, or otherwise relating thereunto; any Thing herein before contained to the contrary thereof in any wise notwithstanding.

That Trustees, if any of them dies, shall chuse one to keep up the Number; and so to go on in Case of further Want.

PROVIDED also, that the said A. doth hereby grant and declare, that for the better carrying on the aforesaid Trusts from and after his Decease and the Decease of the said E. his Wife, it shall and may be lawful to and for the said B. C. and D. (Trustees), or the Survivors or Survivor of them, in case of the Death of one or two of them before the Accomplishment of the said several Trusts, to nominate and appoint one or more new Trustee or Trustees for the Purposes aforesaid, to keep up the said Number of three Trustees, with the like Power to them and such new Trustees, in case of any of their Deaths, to fill and keep up the said Number who shall all of them have the like Power and Authority to act in the aforesaid several Trusts, according to the true Intent and Meaning of the same, as fully and amply to all Intents and Purposes, as if such new or other Trustee or Trustees had been actually named by the said A. himself; **And** that as well the said B. C. and D. and also such new Trustee or Trustees to be nominated and appointed, as aforesaid, shall be wholly indemnified and saved harmless by Indemnity of Trustees, and out of the Premises, of, from and against any Loss which shall happen in the due Execution of the several Trusts herein before, and in and by the said recited Indenture of Release committed to them as aforesaid; **And** that they, or any of them, shall not be charged or chargeable with or accountable for any more Monies than they respectively shall actually receive by Virtue of the Trusts aforesaid, nor the one of them for the other of them, or for the Acts, Deeds or Receipts of the other. to be charged only with their own Receipts.

That if the Brother of the intended Wife pay or secure several Sums, &c. for the Term of — Years, granted of a Messuage, &c. to Trustees to cease, it being limited to him and his Heirs after the End of that Term. Vide Limitation of Uses.

PROVIDED always, and it is hereby agreed and declared by and between all and every the said Parties to these Presents, that if the said — (the Brother), his Heirs, Executors or Assigns, shall and do well and truly pay or cause to be paid unto the said M. K. Widow, and her Assigns, during her natural Life, or well and sufficiently secure to be paid to her good liking, the said Annuity or yearly Sum of — clear of all Taxes and Deductions, at the Times and in Manner as aforesaid (Vide Tit. Limitation, Uses, &c.) in case the said M. K. Widow, shall become intitled to the same by Virtue of these Presents; **And** also if he the said — his Heirs, Executors or Assigns, shall and do well and truly pay or cause to be paid unto — and — the said several Sums of — a-piece, in case they shall respectively become intitled to the same, upon the Contingency and by Virtue of the Trusts aforesaid, and within the Time aforesaid, (Vide Limitation, Uses, &c.) **And** also from and after Payment of all Costs and Charges to the said Trustees touching their Execution of the Trusts relating to the said Term of — Years, shall cease, determine and be utterly void.

In a Marriage Settlement, that if the Husband shall plant Hops on Part of the Lands settled in Jointure, then after his Death the next in Remainder may enjoy the Lands so planted, giving other Lands of equal Value in Exchange to be added to the Jointure.

PROVIDED lastly, and it is hereby declared, &c. that if the said *W. D.* shall at any Time or Times hereafter be minded to convert into Hop Gardens, and shall improve and plant with Hops any Part of the Lands herein before by these Presents limited in jointure to the said *A. H.* the intended Wife of the said *W. D.* in case she shall survive him, that then all and every the Lands improved and planted with Hops, or which shall be actually Hop-Gardens at the Decease of the said *W. D.* shall not go and be as Part of the Jointure of the said *A. H.* intended Wife of the said *W. D.* but it shall and may be lawful to and for the Person next in Remainder after the Decease of the said *W. D.* to have, hold and enjoy the said Lands planted with Hops aforesaid, on settling in Exchange and Lieu thereof, on the said *A. H.* for her Life, other Lands of equal Value to such Lands so converted into Hop-Grounds, before their being so improved or converted into Hop-Grounds, as aforesaid.

That the Person in Possession may make Leases for Years.

PROVIDED always, and it is hereby (further) agreed and declared by and between all the Parties to these Presents, that it shall and may be lawful to and for all and every Person and Persons, being in the actual Possession of all or any Part or Parts of the said herein before released or assigned Premises, (or say, To and for the said Sir *H. P.* Dame *M. P.* *A. S.* *H. P.* the Son, and *H. P.* respectively from Time to Time, during their respective Lives, when and as they respectively shall come unto and be in the actual Possession of the manors, &c. or any of them. or any Part thereof, by Virtue, &c.) by Virtue of any of the Limitations, (Uses) and Trusts aforesaid, by any Deed or Deeds indented under their Hands and Seals respectively, to be executed from Time to Time, to make any Lease or Leases, Demises or Grants in Possession, not in Reversion or Remainder, or by way of future Interest, of all or any of the said Freehold and Leasehold Messuages, Lands, Tenements, Hereditaments and Premises, or of any Part or Parts thereof, whereof such Person or Persons shall be in Possession, (except, &c.) unto any Person or Persons, for any Term or Number of Years not exceeding 21 Years, so as no such Leases, by any express Words therein to be contained, be made dispenfible of Waste, and so as upon all and every such Lease or Leases, there be reserved to continue payable during the respective Continuance of such Lease or Leases, the best and most improved yearly Rents that can be reasonably had or obtained, without taking any Sum or Sums of Money, or other Thing by way of Fine or Income for the same, and so as in every such Lease there be contained reasonable and usual Covenants in like Cases, and also a Proviso or Clause of Re-entry for Non-payment of the Rent or Rents to be thereby reserved, and so as the Lessee or Lessees, to whom such Leases shall be made as aforesaid, seal and execute Counterparts of such Lease and Leases respectively to be made as aforesaid, (any Thing in these Presents contained, &c.)

That the Husband and Wife, or other Persons in Possession, may make Leases.

— Lawful to and for the said *W. N.* during his Life, and from and after his Death, to and for the said *M. H.* during her Life, and to and for all and every other Person and Persons, being in the actual Possession of all or any Part or Parts of the herein before mentioned limited and appointed Hereditaments and Premises, by virtue, &c. (as above)

That Trustees may sell — l. Capital Stock, &c. for the intended Wife's separate Use and Disposal &c.

PROVIDED always, and it is hereby expressly agreed and declared by and between all and every the said Parties hereto, and the true Intent and Meaning of these Presents is, that in case the said *M. K.* shall at any Time hereafter during the said intended Coverture, think fit to have — l. capital Stock, Part of the said Annuities, Stocks, and other the Premises so transferred to them the said said Trustees as aforesaid, sold and disposed of, and to have the Monies arising by such Sale, to and for her own sole and separate Use and Benefit, that then and in such case they the said Trustees, or either of them, or the Survivor of them, or either of them, his Executors, Administrators and Assigns, shall, when by her the said *M. K.* Party hereto, so requested, absolutely sell and dispose of the said — l. capital Stock, so vested in them as aforesaid, and immediately after such Sale, shall and do pay or cause to be paid all and every Sum and Sums of Money arising by such Sale or Sales of the said — l. capital Stock, to her the said *M. K.* to and for her sole and separate Use, Benefit, and Disposal, in such Manner as she shall think fit, or else

else shall pay the same (to be at the sole Election of her the said M. K.) to such Person or Persons, Use and Uses, Trusts, Intents and Purposes, and in such Manner and Form, as she the said M. K. (notwithstanding such her intended Coverture, and whether Covert or Discov'rt) shall by any such Deed, Writing, or last Will and Testament, to be by her executed and testified in Manner as aforesaid, give, direct, limit and appoint the same; any thing herein before contained to the contrary thereof in any wise notwithstanding.

That a Husband during his Life may make Leases for Lives, and any Number of Years determinable on Lives.

PROVIDED always, and it is hereby declared and agreed by and between the said Parties to these Presents, that it shall and may be lawful to and for the said Sir H. H. from Time to Time, during the Term of his natural Life, by any Writing or Writings under his Hand and Seal, attested by two or more credible Witnesses, to make any Lease or Leases, of such Part of the Premises as have antiently and usually been leased for Life or Lives, or any Term or Number of Years determinable upon one, two or three Lives, to any Person or Persons for one, two or three Life or Lives, or any Term or Number of Years determinable on one, two or three Life or Lives, in Possession, Reversion, or by way of future Interest, yet so as there shall never be above three Lives in being in any one Lease, and so as the antient Rent be reserved, and the Lessees execute Counterparts of such Leases.

That the intended Wife's Father during his Life, afterwards the Husband during his Life, or till he becomes a Bankrupt, and afterwards the Trustee, by the Wife's Consent, during her Life, may make Leases, &c.

—(As in the Proviso, that the Person in Possession may make Leases, to the Words) lawful to and for the said J. G. (the Wife's Father) during his Life, and from and after his Decease, to and for the said J. B. (the Husband) during his Life, (in case no such Bankruptcy should happen as aforesaid; and from and after his Decease or Bankruptcy as aforesaid, to and for the said T. H. and H. B. jun. (the Trustees) with the Consent of the said C. G. (the Wife) from Time to Time during the Life of the said C. G. by any Deed, &c. (as in a Power to make Leases) of the said Messuage, or Tenement and Premises, or any Part thereof, to any Person, &c.

That a Husband and Wife, during their joint Lives, may mortgage the Premises in a Settlement.

PROVIDED always, and it is hereby declared and agreed by and between the said Parties to these Presents, that it shall and may be lawful to and for the said H. B. and D. his Wife, from Time to Time, during their joint Lives, by any Deed or Deeds, Writing or Writings, under both their Hands and Seals, to be by both of them executed before, and attested by three or more credible Witnesses, to limit and appoint the said Manor, &c. or any Part thereof, to any Person or Persons whatsoever, for any Term or Number of Years, by way of Mortgage, or otherwise, as a Security or Securities for any Sum or Sums of Money not exceeding the Sum of, &c. Principal Money, together with Interest for the same, or to charge the said Manor, &c. or any Part thereof, with the Payment of any Sum or Sums of Money not exceeding 1500 l. together with Interest for the same, to and for any other Uses, Intents and Purposes, as the said H. B. and D. his Wife shall, during their joint Lives, think fit to direct and appoint; any thing, &c.

That Trustees, during the joint Lives of the intended Husband and Wife, may dispose of Annuities, Stocks, &c. subject to the Payment of — l. Capital Stock.

PROVIDED also, and it is hereby further expressly agreed and declared, by and between all and every the Parties to these Presents, that it shall and may be lawful to and for the said Trustees, and the Survivor of them, and the Executors, Administrators and Assigns of such Survivor, (at the Request, and by and with the Consent and Approbation of the said J. E. and M. K. during their joint Lives, but not otherwise, such Consent to be testified in Writing under their joint Hands and Seals, executed in the Presence of two or more credible Witnesses) at any Time during the intended Coverture to sell and dispose of the said Exchequer Annuities, South-Sea Annuities, South-Sea Trading Stock, Million Bank, and Arnty Debentures, or of any Part or Parcel thereof, (Subject nevertheless in the first Place to the Raising and Paying thereof of the said — l. Capital Stock, to and for the sole and separate Use and Disposal of her the said M. K. in Manner as aforesaid) at the best Price and for the most money that

that can be reasonably got for the same. (*And upon this further Trust, &c. Vide Uses and Trusts*)

That the intended Wife, Covert or Discovert, may alter or revoke the Trusts before limited, and create new Trusts.

PROVIDED always, and it is hereby further agreed and declared by and between the said B. and A. his intended Wife, (testified, &c.) and it is the true Intent and Meaning of these Presents, and the Parties hereunto, that the said A. (notwithstanding her said intended Coverture, and whether she should be Covert or Discovert) shall have full Power, Liberty and Authority, and that it shall and may be lawful to and for her the said A. by any Deed or Deeds, Writing or Writings, to be by her subscribed, sealed and executed in the Presence of two or more credible Witnesses, (*by and with the Consent and Approbation of the said Duchess Dowager of M. during her Life, and after her Death, of the Right Honourable R. Earl of S. testified by the said D. D. if she be then living, or in case her Grace be then dead, then by the said Earl of S. subscribing, sealing and executing of such Deed or Deeds, Writing or Writings*) to alter or revoke all or any of the Trusts herein before mentioned, limited and declared of, touching or concerning the said (430 l. South-Sea Annuity Stock, or any Part thereof, or the said 100 l. per Ann. or the said 1000 l. if the same shall become payable, or the Interest, Profits and Produce thereof, or of any Part or Parcel thereof) and by the same, or any other Deed or Deeds, Writing or Writings, to be signed, sealed, and executed as aforesaid, (*and by and with such Consent and Approbation respectively, as aforesaid*) to create, limit or appoint any new or other Trust or Trusts of or concerning the said 430 l. South-Sea Annuity Stock, or any Part thereof, or the said 100 l. per Ann. or the said 1000 l. if the same shall become due, or the Interest, Profits and Produce thereof) or of so much, and such Part and Parts thereof, whereof any such Revocation shall be made; any Thing herein contained to the contrary thereof in any wise notwithstanding.

That a Father may revoke the Uses limited to a Son, and limit new Uses.

PROVIDED also, that it shall and may be lawful to and for the said H. H. from Time to Time during his natural Life, by any Writing under his Hand and Seal, or by his last Will and Testament in Writing, to revoke and make void the Estate hereby limited to the said M. H. and the Heirs Male of his Body lawfully to be begotten, and to limit the said Premises, or any Part thereof, charged and chargeable as aforesaid, to any other Person or Persons whatsoever, and for such other Use and Uses Intents and Purposes, and with Power of Revocation, or without, and in such Manner and Form, as he the said H. H. shall think fit; any Thing herein, &c.

That in case of Eviction out of Lands in Exchange, to repossess the Lands exchanged.

(*Note; This is for one of the Parties only; so there must be another for the other Party.*)

PROVIDED always, and it is hereby mutually agreed and declared by and between the said Parties to these Presents, and it is the true Intent and Meaning of these Presents, and of the Parties thereunto, that in case the said H. Lord Viscount St. J. his Heirs or Assigns, shall at any Time hereafter be evicted out of the Closes, &c. hereby granted and released by the said P. B. as aforesaid or any Part thereof, that then and in such Case it shall and may be lawful to and for the said Lord Viscount St. J. his Heirs and Assigns, to enter upon, and to re-possess and re-enjoy the said Lands and Hereditaments so hereby granted and released by the said Lord Viscount St. J. in Exchange, as aforesaid and every Part thereof, in the same Manner as if these Presents had never been made; this Indenture, or any Thing therein contained, to the contrary thereof in any wise notwithstanding.

Another, where the Parties mutually agree and covenant.

PROVIDED always, and the said Parties to these Presents, for themselves, their Heirs and Assigns, do covenant, grant and agree, each with the other by these Presents, that if it shall happen that either of the said Closes, or any Part thereof, to be at any Time hereafter lawfully evicted or taken away out of the Possession of either of the said Parties, their Heirs or Assigns, contrary to the true Intent and Meaning of these Presents, by any former Right or Title, or by the Heirs or Assigns of either of the said Parties, so as the said Exchange cannot continue, that then and from thenceforth the said Gifts, Grants and Confirmations in Exchange of either of the said Parties touching the Premises given in Exchange, shall be void and

and of none Effect ; and that then and from thenceforth it shall and may be lawful to and for either of the said Parties, their Heirs or Assigns, after such Ejection, Eviction or Taking away of the Possession of the said Premises as aforesaid, to enter into his or their Lands so by him or them given or granted in Exchange as aforesaid, and the same to have again, as in his and their former Estate ; any Thing herein contained to the contrary thereof in any wise notwithstanding.

In a Deed of Separation, that if the Husband be obliged to pay the Wife's Debts, he may deduct the Money out of an Annuity allowed by him for her Support, &c.

PROVIDED always, and it is hereby expressly agreed and declared, by and between all the Parties hereunto, and the true Intent and Meaning of them, and of these Presents, is and are, that in case he the said G. G. his Executors or Administrators, shall at any Time hereafter be obliged to and shall actually pay any Debt or Debts which the said A. his Wife shall at any Time hereafter, during her present Coverture, contract with any Person or Persons whatsoever, that then and in such Case it shall and may be lawful to and for the said G. G. his Executors and Administrators, to deduct, retain and reimburse to him and themselves out of the said Annuity or yearly Sum of — £. so hereby made payable to the said A. as aforesaid, all and every such Sum and Sums of Money as he or they shall be obliged to, and shall actually pay for, or on Account of any such Debt or Debts to be by her the said A. at any Time hereafter so contracted as aforesaid, together with all Costs, Charges and Damages which he or they shall or may pay or sustain on Account thereof ; any thing herein contained, &c.

That if the Person expectant, after the End of a Term, shall pay a yearly Sum, he shall enjoy the Premises to his own Use.

PROVIDED always, that if the Person or Persons, to whom the next and most immediate Estate for the Time being, expectant upon the Determination of the said Term of 99 Years, (of and in the Premises comprised therein,) shall by Virtue of these Presents belong, shall pay unto the said E. H. or her Assigns, during her Life, the said yearly Sum of 80 £. upon the several Feast-Days herein before appointed for Payment thereof in Manner as aforesaid, then it shall and may be lawful to and for such Person and Persons to receive and take the Rents, Issues and Profits of all and singular the same Premises comprised in the said Term, to and for his, her and their own Use and Benefit ; any thing herein contained to the contrary, &c.

That upon E. H.'s Death (all Arrears of a Rent-Charge being paid) a Term of 99 Years shall cease.

PROVIDED also, that upon the Death of the said E. H. all Arrears of the said yearly Rent-Charge, or yearly Sum of 80 £. and all Costs and Charges relating to the same being fully paid and satisfied, according to the true Intent and Meaning of these Presents, then the said Term of 99 Years shall cease and be void ; any thing herein contained, &c.

That if the Husband pay 100 £. per Ann. to the Wife's separate Use, he shall receive the Rents, &c. for the joint Lives of himself and Wife.

PROVIDED always, and it is hereby agreed and declared, by and between all the said Parties to these Presents, and the true Intent and Meaning of them, and of these Presents, is, that if the said W. N. (Party hereto) shall from Time to Time, during the joint Lives of the said W. N. (Party hereto) and M. H. his intended Wife, well and truly pay or cause to be paid unto the proper Hands of the said M. H. or to any other Person or Persons by her Appointment in Writing, under her Hand, for her separate Use or Disposal, the said yearly Sum of 100 £. in such Manner and at such Times as the same is hereby limited and appointed to be paid, it shall and may be lawful to and for the said W. N. (Party hereto) and his Assigns, in such Case to receive and take to his and their own Use, the Rents, Issues and Profits of the same Premises, during the joint Lives of the said W. N. (Party hereto) and the said M. H.

That after the Death of Husband and Wife, a Term granted to Trustees shall determine.

PROVIDED also, and it is hereby agreed and declared, that after the Decease of the said W. N. and M. H. his intended Wife, or the Decease of either of them, when all the Trusts of the said Term of 100 Years shall be fully executed and performed ; and all Arrears

of the said yearly Sum of 100*l.* shall be satisfied and paid, and the Costs and Charges of the said Trustees relating thereto, shall be raised and discharged; then and from thenceforth the said Term of 100 Years shall cease, determine and be utterly void.

That the Premises shall not be liable to more than one Year's Arrears of an Annuity, to prevent large Arrears and Law-suits.

PROVIDED always, and to the Intent to prevent the Incurring of any large Arrears of the said yearly Sum of 100*l.* it is hereby declared that neither the said Premises comprised in the said Term of 100 Years, nor the said *W. N.* (Party hereto) his Heirs, Executors or Administrators shall be any ways liable to answer more than one Year's Arrears of the said yearly Sum of 100*l.* preceding to the commencing any Suit in Law or Equity for the same, or to the making an Entry on the same Premises or any Part thereof comprised in the said 100 Years Term (such Suits or Entries to be prosecuted to a Judgment or Decree thereupon), any thing herein, &c.

Not to demand or distrain for more than two Years Arrears of an Annuity.

PROVIDED always, and it is the true Intent and Meaning of these Presents, that if it shall so happen that the said yearly Sum or Rent-Charge of 100*l. per Annum*, be behind or unpaid, for the Space of two or more Years, that it shall in no ways be lawful to or for the said *T. B. Sir J. C. or J. C.* their Executors, Administrators or Assigns, to demand, require, or distrain for Arrears of any longer Time than the said Term of two Years; any thing, &c.

That if younger Children marry without their Parents Consent, they shall not be intitled to their Portions, but to go to the other Children.

PROVIDED always, and it is hereby agreed and declared, that if any such younger Child or Children as aforesaid, shall marry in the Lite-time of the said *W. N.* (Party hereto) without his Consent in Writing for that Purpose, or after his Death, without the like Consent of the said *M. H.* in case she be then living; then such younger Son or Sons, Daughter or Daughters so marrying, shall not have or be intitled to any such Portion or Portions as is or are herein before appointed and intended for them; but the Portion or Portions which by Virtue of these Presents would have been payable to any such younger Son or Sons, Daughter or Daughters marrying without such Consent as aforesaid, in case he or she had not so married, shall be paid to such other younger Son or Sons, Daughter or Daughters as shall not marry without such Consent as aforesaid, and to be paid intirely to one such younger Child, in case of no more than one, and to be equally divided between or amongst them in case of more than one, and to be paid when and as his, her or their Portion or Portions shall become payable.

That if younger Children marry without their Parents Consent, yet such Parents or the Survivor, may direct such of the Portions to be paid as they, or the Survivor, think fit.

PROVIDED nevertheless, that in case of any such younger Child's marrying without such Consent as aforesaid, yet if they the said *W. N.* and *M.* his intended Wife, during their respective Lives, or the Survivor of them, shall, by any Writing under their respective Hands, or under the Hands of the Survivor of them, think fit to direct and appoint, that all or any such younger Child or Childrens Portion or Portions, marrying without such Consent as aforesaid, shall be paid; then, and in such Case, the Portion or Portions hereby intended for such younger Child or Children so marrying without such Consent, shall be to him, her or them paid according to such Direction and Appointment of them the said *W. N.* and *M.* his intended Wife, or of the Survivor of them; any thing, &c.

That if Daughters and younger Sons die before their Portions become payable, to go to the Use of the Persons next in Remainder.

PROVIDED also, and it is hereby further agreed and declared, that in case all the said Daughters and younger Children, who shall be intitled to any Portion or Sum of Money by Virtue of the Trusts hereby declared of the said Term of 1000 Years, shall happen to die before any of their said Portions shall become payable by Virtue of these Presents; then the said Sum and Sums of Money hereby appointed to be raised for the Portions of such Daughters and

and younger Sons, in case of Issue Male thereof, or of such Daughters of the same Marriage in case of Failure of Issue Male thereof as aforesaid, shall not be raised, nor no such Sale of the said Premises in O. shall be made, but the same shall go and be to the Use of such Person and Persons as shall for the Time being be next in Reversion or Remainder of the same Premises, expectant upon the Determination of the said Term of 1000 Years.

That no Sale of the Premises shall be made to raise Portions for younger Children, till some of them become due, or till the Death of the intended Husband and Wife.

PROVIDED likewise, and it is hereby further agreed and declared, that no such Sale as * aforesaid, of the said Premises in O. shall be made by the Trustees of the said Term of 1000 Years, until some or one of the said Portions, herein before appointed to be raised by the Trustees of the same Term, shall become payable by Virtue of these Presents, nor until after the Death of the Survivor of the said W. N. (Party hereto) and the said M. his intended Wife, unless he or she shall, by any such Writing as aforesaid, direct the same to be paid in his or her Life-time. * In Marriage Settlement.

That if the Husband and Wife shall give any Sum of Money to any one of their Children for their Preferment in Marriage; or if Lands shall descend to such Children; then such Sum and Lands shall be deemed as Part of their Portions, &c.

PROVIDED also, and it is hereby further agreed and declared, that in case either of them the said M. N. (Party hereto) or the said M. H. his intended Wife, shall, in his or her Life-time, give to any one of the said Children, so to be intitled to the said Portions hereby appointed to be raised by Virtue of the Trusts herein before declared of the said Term of 1000 Years, any Sum or Sums of Money, for or towards his, her or their Advancement and Preferment in Marriage or otherwise; or if by or after the Decease of the Survivor of them the said W. N. (Party hereto) and the said M. his intended Wife, there shall come unto or descend to the said Children or any of them, any Lands, Tenements and Hereditaments of and from the said W. N. and the said M. his intended Wife, or either of them; then such Sum and Sums of Money, and the Value of such Lands, Tenements and Hereditaments to be sold, shall be accepted and deemed for and as Part of the Portion or Portions hereby appointed for such Children respectively as aforesaid, unless they the said W. N. and the said M. his intended Wife, or the Survivor of them, shall, by any Writing under his or her Hand declare the contrary; then such Children shall have no more Money raised and paid for his, her or their Portion or Portions hereby provided and intended for him, her or them as aforesaid, than as together with such Sum and Sums, or the Value of such Lands, Tenements or Hereditaments so given, or come unto, or descended upon him, her or them respectively as aforesaid, unless the same W. N. and the said M. his intended Wife, or the Survivor of them, shall by Will or other Writing under his or her Hand signify or declare the contrary.

That if the Person expectant shall pay the Childrens Portions, or on Failure of Issue, or if the Issue die before Age or Marriage, the Premises not to be sold, but the Term of 1000 Years to attend the Inheritance.

PROVIDED also, that if any Person or Persons, to whom the next immediate Estate for the Time being, expectant upon the Determination of the same Term of 1000 Years of and in the same Premises, comprised in the same Term, shall belong, shall satisfy and pay unto such Daughter and Daughters, younger Son or Sons, all and every the respective Portions, Maintenances and Sums of Money herein before appointed to be raised and paid to them respectively as aforesaid, according to the true Intent and Meaning of these Presents; or if at the Time of such Failure of such Issue Male of the said W. N. (Party hereto) on the said M. his intended Wife, to be begotten as aforesaid, there shall happen to be no Daughter of their Bodies between them to be begotten, nor any such Daughters to be afterwards born alive, or there being such, and all of them shall happen to die unmarried before their respective Ages; then in any or either of the same Cases respectively happening, the Trustees Charges of the Execution of the Trusts relating to the said Term of 1000 Years being fully satisfied and discharged, the said Hereditaments and Premises in O. shall not be by them the Trustees sold; and that then and from thenceforth, the said Term of 1000 Years shall be void, or shall be assigned to attend and wait upon the Freehold and Inheritance of the same Premises, or be surrendered, the same to be at the Election of the Party so paying the same Portions, or who, by virtue of any of the Limitations aforesaid, shall then be intitled to the Remainder of the same Premises; any thing herein, &c.

That

That in case of Sale of the Premises, and for the better Effecting thereof, Payment of the Purchase Money to the Trustees shall be good, and their Receipts a good Discharge.

PROVIDED also, and it is hereby further agreed by and between all the said Parties to these Presents, that in case any such Sale shall be so made of the said Premises in O. as aforesaid, that then (for the better effecting such Sale of the same Premises, and for the greater Security of the Purchaser or Purchasers thereof) the Payment of the Purchase Monies for the same Premises to them the said G. H. W. P. W. J. E. and W. W. or to the Survivors or Survivor of them, or to the Executors, Administrators and Assigns of such Survivor, by any Purchaser or Purchasers of the same Premises, shall be a good Payment; and that their or any of their Receipt or Receipts for the same shall be a good, effectual and sufficient Discharge for such Purchase or Purchases, notwithstanding any Loss or Misapplication of such Monies afterwards.

That if the Wife dies in the Husband's Life-time without Issue, the Estates limited to him for Life shall determine, and the Premises go to different Uses.

PROVIDED always, and upon this Condition nevertheless, and it is hereby agreed and declared by and between all the Parties hereto, and the true Intent and Meaning of them and of these Presents is, that if and in case the said M. H. shall happen to depart this Life in the Lifetime of the said W. N. her intended Husband, without any Issue of her Body by the said W. N. living at her Death, that then and in such Case the Use and Estate herein before limited and appointed to the said W. N. (Party hereto) for his Life, and to the said J. W. and J. S. and their Heirs during his Life, shall cease, determine, and be utterly void; and that then also and in such Case all and singular the herein before mentioned and hereby limited Messuages, &c. in O. shall from henceforth remain, go and be, and the said several Recoveries so had and suffered thereof as aforesaid, shall be and enure to the several Uses following, &c.

That if younger Children die without Issue, their Shares (or Portions) shall go to the Survivors and their Heirs.

PROVIDED always, and it is hereby agreed and declared by and between the Parties to these Presents, that in case there shall be Issue of the said intended Marriage, any younger Son or Sons, Daughter or Daughters, that then and in such case, and as often as any of such younger Son or Sons, Daughter or Daughters, shall happen to die without Issue of his, her or their respective Body or Bodies, as to the Part or Share of him, her or them so dying without Issue as aforesaid, the same to remain and be to and for the Survivors and Survivor of such younger Son or Sons, Daughter or Daughters, equally to be divided between and amongst them, (if more than one) and the respective Heirs of the respective Body and Bodies of such surviving younger Son or Sons, Daughter or Daughters lawfully issuing.

That if there be no Issue of the intended Marriage, the Trustees to convey the Premises to the intended Husband and his Heirs and Assigns for ever.

PROVIDED always, that in case there shall be no Issue of the said intended Marriage, living at the Time of the Decease of the Survivor of them the said W. N. the younger, and M. his intended Wife, then and in such case, In Trust that they the said Trustees, and the Survivor of them and his Heirs, do and shall, upon the Request and at the proper Costs and Charges of the right Heirs and Assigns of the said W. N. the younger, convey and assure the same—unto or to the Use of such right Heirs and Assigns for ever.

That Trustees may call in an place out Monies, &c. with the intended Wife's Consent, nevertheless upon Trusts before mentioned.

PROVIDED always, and it is hereby further agreed and declared by and between all the said Parties to these Presents, that it shall and may be lawful to and for the said Trustees, their Executors, Administrators and Assigns, by and with the Consent of the said D. P. but not otherwise (such Consent to be testified by any Writing under her Hand and Seal, executed in the Presence of two or more credible Witnesses) at any Time, during the intended Coverture, to call in all or any Part of the said several Sums of Money now placed out upon the respective Securities so hereby transferred and assigned as aforesaid, or in case the same shall at any Time be paid in, that it shall and may be lawful to and for them the said Trustees, and the Survivor of them,

them, his Executors, Administrators and Assigns, (by and with the Consent of her the said D. P. to be so testified as aforesaid,) but not otherwise, as soon as conveniently may be from and after Payment and Receipt of such Monies so called in or paid to them from Time to Time, when and as often as Occasion shall require, to lend, place, or lay out the same Monies in the Name or Names of them the said Trustees or the Survivors of them their Executors, &c. either in some publick Stock, Bank or Fund, or else upon one or more good and sufficient Securities, either Real or Personal, and in such as they the said Trustees, with such Consent as aforesaid, shall in their Discretion think fit, so as the best annual Interest, Produce or Profit be made thereof, as conveniently may be, without lessening the Principal: **Provided nevertheless**, and so as the same, and the Interest and Produce thereof shall go, be paid, applied, given and disposed of, to, for and upon the like several Trusts, Intents and Purposes, as are herein before mentioned, expressed and declared of and concerning the same, or so near thereto as can or may be.

That if the Testator in his Life-time does not lay out South-Sea Stock in a Purchase, &c. his Executors may dispose of and lay it out, &c.

PROVIDED always, and my Will is, in case the said 2000 l. South-Sea Stock shall not be by me in my Life-time laid out in purchasing of Lands or Hereditaments, or by me put or placed out in some other Stock, Fund or Society, that then it shall and may be lawful for my said Executors, in case it shall be advantageous so to do, to dispose of the same Stock, and to lay out and invest the same or any Part thereof in the purchasing of Lands and Hereditaments, or else to place and put out the same in any other Stock or Fund, or upon some other good Security or Securities.

That the Stock be upon the Trusts, &c. before mentioned, and with the Consent of J. W. and R.

PROVIDED nevertheless, and so as the same be upon the like Trusts, Uses, Intents and Purposes, as are herein before mentioned, expressed and declared, touching the same, or as near thereto as can or may be, and so as that if the same be not by me so laid out in purchasing, or placed or put out in my Life-time as aforesaid, then such Purchases to be made therewith, or such placing or putting out of the same by my said Executors, in Manner as aforesaid, to be always so done by and with the Consent of them the said J. W. and R. his Wife, and of the Survivor of them during their respective Lives, but not otherwise.

That the Legatees shall not be obstructed nor sued, &c. on Forfeiture of the Legacies of them that obstruct, &c. to the Sufferers.

PROVIDED always, and my further Will is, and I hereby expressly declare, that if my said Niece or Sister, or their or either of their Husbands, or their or either of their Heirs shall at any Time hereafter controvert or oppose any Part of this my Will, or shall obstruct or hinder the Admittance of all or any of the herein before mentioned other Legatees or their Heirs, of, in or to any of the Copyhold Hereditaments and other the Premises hereby respectively given to, or in Trust for them as aforesaid, or shall at any Time after such their or any of their Admittance and Possession, either in Law or Equity, or otherwise molest, sue or trouble any such Legatee, whereby to put any of them out of, and get or take Possession of the same Premises or any Part thereof, for or by Reason of my not being duly admitted to the same, or for or upon Account of my not having made proper Surrenders thereof, to the Use of this my Will, or otherwise howsoever; then in any of the Cases aforesaid, but not otherwise, I hereby revoke and make void the Legacy, Estate, Share and Interest of her, him or them, of my said Sister and Niece, and of their respective Husbands, and of their respective Heirs, Executors and Administrators, of, in and unto the before mentioned Legacies so given to or in Trust for them as aforesaid; and then and in such case, but not otherwise, I hereby give, devise and bequeath all such Estate and Estates, Legacies and bequests hereby given, from such one or both of them my said Sister and Niece and of their Husbands, and of their respective Heirs, as shall so controvert, obstruct, oppose, sue or molest all or any of the before mentioned Legatees in Manner as aforesaid, unto such Legatee or Legatees, who by means thereof shall be prejudiced or suffer thereby; the same to go and be to and for the Use of, and be paid to such Legatee or Legatees so prejudiced and to their respective Heirs, Executors and Administrators proportionably, according to his, her or their Loss or Damage sustained by means thereof.

But if such Persons ratify this Will, and release their Right to, &c. the last Proviso to be void.

PROVIDED nevertheless, that if my said Sister and Niece, and all other Persons lawfully claiming any Estate, Right or Interest of, in or to the Premises by, from or under them or either of them, shall and do, as soon as may or can be after my Decease, ratify and confirm this my Will, and also release unto the said other Legatees, all their Estate, Right, Title and Interest, of, in and to the several Estates, Monies, Legacies, and Premises so by me hereby respectively given, to or in Trust for them as aforesaid, then and in such Case the last before mentioned Proviso shall be void and of no Effect; any thing herein, &c.

That if the Trustees misbehave in a Charity given by Will to the Poor Children of one Parish, the Charity, &c. to go to another Parish.

PROVIDED always, and my Will is, that if the said Charity Trustees, or the major Part of them for the Time being, shall at any Time neglect or refuse to act in the said Charity Trusts without appointing other proper new Trustees to act for that Purpose, or shall sink or imbezil the Rent, Issues and Profits of the said Hereditaments and Premises or any Part thereof, or shall give, convert, or misapply the same or any Part thereof, to any other Use Intent or purpose whatsoever, otherwise than what is herein before by me given, limited directed, appointed and intended, then and in such case, from and immediately after such Breach or Misapplication so by them made, my Will is, and I do hereby give, direct and appoint, that all the Rents Issues and Profits of the same Premises so intended for the Charity as aforesaid, shall from thenceforth go and be paid to the then Minister of S. and the Churchwardens and Overseers of the Parish of S. aforesaid, and that the same shall from thenceforth be by them and their Successors paid, employed and disposed of in that Parish of S. to and for the several Uses, Intents and Purposes, and in such Manner and Form, as the same are herein before by me given, appointed and directed, touching the said Parish of W. or as near thereto as possibly may or can be.

And that if the Trustees of the other Parish misbehave, the Charity to revert to the former Parish.

PROVIDED also, and my further Will is, that if the Minister, Churchwardens and Overseers of S. aforesaid, shall at any Time be guilty of any such like Neglect, Refusal or Misapplication in Manner as is before mentioned touching W. then and in such Case, I hereby direct and appoint, that such Rents of the said Premises, from and immediately after such Breach or Misapplication so by them made, shall from thenceforth revert back and go again to the said Parish of W. **NEVERTHELESS** in Trust, and to and for the like and several charitable Uses, Intents and Purposes, as herein before mentioned; **AND** in case of any other like Breach by them again made, then the same to revert back again to S. aforesaid, upon the like Trusts, Intents and Purposes for ever.

That if the School be removed, the Schoolmasters shall continue, and that when one Trustee dies, the Survivors shall convey the Premises to four other Persons, to the Use of the said Survivors and Persons, upon the former Trusts, &c.

PROVIDED also, that if at any Time there shall happen to be any such Removal of the said School, in Manner as aforesaid, my Will is, and I do hereby direct and appoint, that the then Schoolmasters shall not be thereby prejudiced, removed or put out, but shall and may from thenceforth continue and act in their Station during their Lives, and shall have the same Stipend or Salary as they had before such Removal: **And upon this further Trust**, and to the Intent and Purpose, that when, so often, and at whatsoever Time and Times hereafter, any of the four of the said (Trustees), and of such Person or Persons who shall be intitled to my said now Dwelling House in W. aforesaid, by virtue of this my Will as aforesaid, or of any other Trustees hereafter to be named, shall happen to depart this Life, that then and so often, and in every such Case happening, the three surviving Trustees shall and do within three Months after, or with all convenient Speed, by their sufficient Deed or Deeds and good Conveyance and Assurance in the Law, grant, convey and assure, **All** the said — to four other Persons and their Heirs for ever, to the Use of the three surviving Trustees, and of the four other Persons, and of their Heirs and Assigns for ever: **NEVERTHELESS** to, for and upon the several Uses, Trusts,

Trusts, Intents and Purposes, and under and subject to the several Provisoes, Directions and Appointments herein before mentioned and expressed touching the same; the Charges of every such Conveyance, not to exceed 50 s. and the same from Time to Time to be paid out of the Rents of the said Premises; And my further Will is, that such Person or Persons as shall be intitled to my said Dwelling House, and the Vicar of *W.* for the Time being, shall always be two of the Trustees, in every such Conveyance, and that they shall always be consulted with by the other Charity Trustees, in the Government and Management of this my Charity, (Sickness or some other inevitable Accidents only and always excepted).

That the Trustees in a Will shall deduct their Expences, and not be answerable for each other.

PROVIDED always, and my Will is, that it shall and may be lawful to and for my said Charity Trustees hereby named and appointed as aforesaid, to deduct and take to themselves out of the Rents and Profits of the said Premises, all the reasonable Costs and Charges which they, either or any of them shall sustain, suffer and expend, or be put unto in or about the Management of the said Premises, or the Execution or Performance of any the Trusts aforesaid; and that neither of them shall be answerable for the Acts, Receipts, Neglects or Defaults of the other of them, but each for his own Acts only, and neither of them shall be charged or chargeable with any of the Rents and Profits of the said Premises, other than what shall actually come to their Hands severally and respectively, nor for the Loss thereof, unless it be by or through their wilful Neglect or Default.

That whenever one of the three Lives in a Lease dies, the other two being living, the Lessor shall add another Life.

PROVIDED always, and it is hereby covenanted and agreed by and between the Parties to these Presents, and hereby so declared, that whenever any one of the three Lives named in the *Habendum* of these Presents shall happen to die, the other two Lives being then living and in good Health, that then and in such case, he the said (*Lessor*) his Heirs and Assigns, shall and will, upon Request to him or them made by the said (*Lessee*), his Executors, Administrators or Assigns, add another Life in the Room and Stead of the Life so dying, under the like Rents, Covenants and Agreements as are in these Presents contained, upon Payment of the Sum of — of, &c. and defraying the Charges of making such new Lease, and also executing a Counterpart thereof.

That if a Person, for whose Trust a Third Part of leased Premises is vested, be minded to sell the same, the Lessee may sell it, and the Money arising to be put out upon the same Trusts.

PROVIDED always, and it is hereby declared and agreed by and between all the said Parties to these Presents, that if at any Time during the Continuances of the said Leases, the said *S. D.* Wife of the said *E. D.* shall be minded and desirous to sell the said Third Part of the said leased Premises, then and in such Case it shall and may be lawful to and for the said *M. F.* at the Request, Costs and Charges of the said *S. D.* to make Sale of the said Third Part of the said Premises so vested in her in Trust as aforesaid: **PROVIDED** always, and upon Condition that the Monies arising by such Sale as aforesaid, be placed out at Interest upon some good Security, upon the same Trusts, as the said Third Part of the said leased Premises is herein before in and by these Presents declared to be.

In a Lease of a Brewhouse and Vessels, that the Landlord shall renew old Vessels or Utensils.

PROVIDED always, that if any of the said Vessels or Utensils shall need, during the Term aforesaid, by Means of Oldness, to be renewed, that then he the said *A. B.* his Executors, &c. shall and will, at his and their own proper Costs and Charges, renew all and every such Vessels or Utensils, to be renewed as often as need shall be or require, during the said Term, so that the same be not broken or destroyed by the Default or Negligence of the said *C. D.* his, &c.

That

That Leases granted of several Parcels of the Premises conveyed shall continue in full Force.

PROVIDED always, and it is the true Intent and Meaning of these Presents, that such Parcel of the Premises, as were lately leased by Sir R. C. to, &c. by Indenture of Lease, bearing Date, &c. for the Term of, &c. from, &c. at the Rent of, &c. *Per Ann.* as also such other Parcel, &c. (as above) to, &c. by Indenture, &c. for, &c. from, &c. at the Rent of, &c. or any Lease or Leases thereafter to be made by the said Sir T. C. of the same Premises so leased as aforesaid, to the said B. and D. under the like Rent and covenants, contained in the said respective Lease or Leases, shall remain, continue and be in their full Force and Virtue as if these Presents had never been had or made; any thing herein contained to the contrary notwithstanding.

To surrender a Lease before the End of a Term if the Lessee shall think fit, and a Covenant that the Lessor will deliver up the Counterpart.

PROVIDED also, and it is hereby mutually consented to and agreed, by and between the said Parties to these Presents, That if the said P. F. his Executors, Administrators or Assigns, shall be minded and desirous to leave the said Messuage or Tenement hereby demised, and to be discharged of the Lease thereof hereby granted, at the Expiration of the first seven Years of the Term of 21 Years hereby granted, or at the Expiration of 11 Years of the said Term, or at the Expiration of 15 Years of the said Term, that then, and in such case, he the said P. F. his Executors, Administrators, or Assigns, giving Notice in Writing under his Hand, unto the said J. L. his Executors, Administrators or Assigns, of such his or their Mind or Intention, six Months before the Expiration of the said Term of seven Years, or of the said Term of 11 Years, or of the said Term of 15 Years, and paying all Rent that shall be due at the Expiration of each or any of the said respective Terms of seven, eleven or fifteen Years, and leaving the Premises in good Repair, according to the Covenants in the said Lease, and delivering up the original Lease, under the Hand and Seal of the said J. L. to be cancelled and made void; this present Indenture of Lease, and every Covenant, Article and Agreement therein contained, shall from thenceforth cease, determine and be utterly void and of no effect; any thing herein contained to the contrary thereof in any wise notwithstanding. And the said J. L. for himself, his Executors, Administrators and Assigns, doth covenant and promise, to and with the said P. F. his Executors, Administrators and Assigns, that upon such Surrender and Determination of this present Indenture of Lease, he the said J. L. his Executors, Administrators or Assigns, shall and will deliver up unto the said P. F. his Executors, Administrators or Assigns, the Counterpart of this present Indenture, under the Hand and Seal of him the said P. F. to be cancelled and made void.

A Power to surrender in case of Lessee's Renewal, &c.

PROVIDED always, and it is covenanted, declared and agreed by and between the Parties to these Presents, in manner following, *viz.* That if the said A. his Executors, or Administrators, or any other Person or Persons having any Estate or Interest of or in the Premises hereby granted, shall at any Time or Times hereafter, during the Continuance of the Term hereby leased, be minded or Desirous to surrender up the original Lease, by which the same is now held from the Prebend of P. belonging to the Cathedral Church of St. P. London, and to renew the same for any further Term or Terms, Estate or Estates whatsoever, and shall tender or pay to the said B. his Executors, Administrators or Assigns, on the demised Premises, the Sum of 12d. of, &c. to the Intent to make void the Estate, Term of Years and Interest hereby leased, or mentioned or intended so to be; that then the said Term of Years, hereby granted, immediately shall cease, determine and be utterly void and of none Effect, to all Intents and Purposes whatsoever; any thing herein before contained to the contrary thereof in any wise notwithstanding; in Consideration whereof, the said A. for himself, his Executors, Administrators and Assigns, and for every of them, doth covenant, promise, grant and agree to and with the said B. his Executors, Administrators and Assigns, and to and with every of them, by these Presents, that in case any Payment or Tender shall be so made of the said first Accounts, to the true Intent and Meaning of the last herein before mentioned Proviso, and that the Estate, Term of Years, and Interest hereby leased, or mentioned to be leased, shall thereby according to the true Meaning hereof become void; that then the said A. his Executors, Administrators, or Assigns, or such Person or Persons as shall renew the said original Lease, shall and will, within three Months next after such Voidance of the said Term and Estate hereby leased, by such Tender or Payment as aforesaid (at the Request and Charge of the said

faid B. his Executors, Administrators or Assigns) seal and execute, or caused to be sealed and executed unto the faid B. his Executors, Administrators and Assigns, a new Lease of the faid hereby leased Premisses, and of every Part and Parcel thereof, for and during all the Rest and Residue of the faid Term of 21 Years hereby leased, as shall be then to come and unexpired, at and under the like Rents, Covenants, Provisoes, Conditions and Agreements (*mutatis mutandis*) to all Intents and Purposes as are herein contained, (subject nevertheless to the last Proviso herein after contained touching the Determination of the Term hereby demised); and that in the mean Time the faid B. his Executors, Administrators and Assigns, shall and may have, hold and enjoy the faid herein before demised Messuage or Tenement and Premisses, as if the Estate, Term of Years and Interest hereby demised, had not been surrendered or made void, so as such Person or Persons, to whom such new Lease shall be made according to the true Intent of these Presents, do seal and execute a Counterpart thereof at the Time of the Sealing of such new Lease thereof; And &c. (*Covenant for quiet Enjoyment.*)

A Proviso in a Lease of 11 Years, to avoid the same at the end of the first seven Years.

PROVIDED always, and it is hereby agreed and declared by and between the Parties hereto, and the true Intent and Meaning of them and of these Presents is, that in case the faid (*Lessee*) his Executors, Administrators or Assigns, shall be minded and desirous to quit and leave the faid Premisses, at the End of the first seven Years of the faid Term hereby demised, and of such his Mind and Intention to quit and leave the faid Premisses shall give or leave Notice in Writing at the Dwelling House of the faid (*Lessor*) his Heirs or Assigns, at least six Months before the Expiration of the faid Term of 11 Years hereby demised; then and in such case, upon such Notice given or left as aforesaid, and from and after the End or Expiration of the faid first seven Years of the Term hereby demised, every Covenant and Agreement herein contained (so far as relates to the last four Years of the faid Term of eleven Years) shall from thenceforth cease, determine, and be of no Effect; any thing, &c.

This Proviso to come in after the Power of Re-entry. The Notice may be confined to the Person.

Proviso in a Mortgage, that the Person seised pursuant to the Limitations in a Settlement may redeem the Premisses.

PROVIDED always, and these Presents are upon Condition nevertheless, that if the faid H. B. and D. his Wife, or such other Person or Persons, who shall be seised of any Estate of Inheritance or Freehold, in Possession of or in the faid Manor, &c. by Virtue of any Limitation or Appointment contained in the faid recited Indenture *Quadrupartite*, of Release, of the — Day of, &c. shall well and truly pay, or cause to be paid unto the faid J. M. his Executors, Administrators or Assigns, at or in, &c. the full and just Sum of 1060*l.* of &c. in Manner and form following; (that is to say) 30*l.* Part thereof on or upon the — Day of — next ensuing the Date of these Presents, and the Sum of 1030*l.* Residue thereof on or about the — Day of — which shall be in the Year, &c. and that fully and intirely, without any Deduction, Defalcation or Abatement whatsoever, for or in Respect of any Taxes, Charges, Impositions or Assessments, issuing out of, or charged or imposed upon the faid Manors, &c. herein and hereby before limited and appointed, unto the faid J. M. his Executors, &c. or meant, mentioned or intended so to be, or any Part or Parcel thereof, for or by Reason of Ordinance or Act or Acts of Parliament, made or to be made, or otherwise howsoever; that then, from and immediately after such Payment of the same, this present Indenture, and all and every the Term and Estate therein and thereby granted, limited or appointed, shall cease, determine, and be utterly void to all Intents and Purposes whatsoever; any thing herein before contained to the contrary, &c.

Proviso that after Payment of a Sum of Money, Part of an Annuity shall cease.

PROVIDED always, and it is hereby agreed and declared, and it is the true Intent and Meaning of the Parties to these Presents, that from and after the Payment of the faid 1500*l.* in Manner aforesaid, to the faid S. H. 40*l.* Part of the faid Annuity, of 194*l.* shall cease, determine, and be no longer paid, and the Annuity, that shall from thence after be yearly paid to the faid J. H. by the Executors and Administrators of the faid T. T. during the natural Life of the faid S. H. shall be the yearly Sum of 154*l.* of lawful Money of Great Britain, and which shall be in lieu and Satisfaction of the faid Annuity of 194*l.*

and shall be paid at Times, and in the Manner as the said herein before mentioned Annuity of 194 l. is made payable.

That the Husband and Wife, if they think fit, may jointly, at any Time during their Lives, revoke a Settlement, &c. made to Trustees.

PROVIDED also further, and it is the true Intent and Meaning of these Presents, and of all the Parties to the same, that it shall and may be lawful to and for the said Sir T. C. and Dame P. his Wife jointly, at any Time hereafter, at their Will and Pleasure, to cancel, revoke or make void these Presents, and every Thing herein contained, by such Ways or Means, and at such Times, and at all Times, as they, during their joint natural Lives, shall think fit and convenient; any Thing herein before contained to the contrary in any wise notwithstanding.

Another, that the Husband may alter Uses by his Deed or Will.

PROVIDED also, and it is hereby declared and agreed, and the true Intent and Meaning of these Presents, and of all the said Parties of the same is, that it shall and may be lawful to and for the said Sir H. P. and that he shall have full Power, Liberty and Authority from Time to Time, and at any Time or Times, during his natural Life, by any Deed or Deeds, Writing or Writings, to be by him subscribed and sealed in the Presence of three or more credible Witnesses, or by his last Will and Testament in Writing, or other Writing purporting to be his last Will and Testament, to be by him signed, sealed and published in the Presence of the like number of Witnesses, to revoke, alter, change, determine, and make void all, every or any of the Uses or Estates before in and by these Presents limited or declared of or concerning the said Manors, &c. every or any of them, or any Part or Parts, Parcel or Parcels thereof, to or for the said H. P. the Son, for his natural Life as aforesaid, and to and for the several and respective Sons of the Body of the said H. P. the Son, and the Heirs Male of the several and respective Bodies of the same Sons aforesaid, and to the said J. V. Sir J. H. J. S. and R. S. and their Heirs, during the respective natural Lives of the said H. P. the Son, and H. P. as aforesaid, and all the Powers herein before given and reserved to the said H. P. the Son, and H. P. or either of them; any Thing herein contained, &c.

Proviso as to the several Persons taking the Surnames of W. together with their Coat of Arms; several Uses to R. T. and R. W. and their respective Heirs Male, as is above to W. W. W.

AND for Default of such Issue, then to the Use and Behoof of the right Heirs of the said Captain R. W. for ever, and to, for and upon no other Use, Intent or Purpose whatsoever: **PROVIDED** always, that in case the said W. W. W. or any Issue Male of his Body, or the said R. W. or any Issue Male of his Body, or the said T. W. or any Issue Male of his Body, or the said R. W. or any Issue Male of his Body, when they or any of them shall respectively come into or be in Possession of the said Manors, Messuages, Lands, Tenements, Hereditaments and Premises herein before mentioned and intended to be hereby released and confirmed, or any of them, or any Part thereof, by Virtue of the Limitations above mentioned, shall refuse or wilfully neglect to take on him and them respectively the Surname of W. together with his and their own respective Surname; and in all Deeds, Letters and Writings therein after to be written or subscribed by them, or any of them respectively, to write and own themselves by the Surname of W. together with their own respective Surname, and to quarter the said Testator's Coat of Arms in the first Place, together with their own respective Coat of Arms; then and in such case, all and every the Uses and Estates herein before limited, or directed to be limited to or for the Use and Benefit of such of them as shall so refuse or neglect as aforesaid, shall cease, determine, and be utterly void; and then and thereupon, all and singular the said Manors, Messuages, Lands, Tenements Hereditaments, and Premises, herein before mentioned and intended to be hereby released and confirmed and limited as aforesaid, shall immediately go over and remain to the Use of such other Person or Persons to whom the same are and is next successively appointed and limited by Virtue of the Limitations herein before contained for such Estate and Estates, and under and subject to such Provisoes and Limitations as are herein and hereby before mentioned, expressed and declared, of, touching and concerning the same; any thing herein contained to the contrary thereof in any wise notwithstanding.

The like to T. and R. W.

AND for Default of such Issue, **To the Use** and Behoof of **T. and R. W. &c.** (the like Remainders to him and his Heirs Male, as is above to **W. W. W.**)

Receipts.

Receipts in Deeds for Consideration Money.

— **The Receipt** whereof the said **A. J.** doth hereby acknowledge and thereof, and of and from every Part and Parcel thereof, doth acquit, exonerate, and for ever discharge the said **J. S.** his (her) Executors, Administrators and Assigns, and every of them, by these Presents.

— **The Receipt** and Payment of which said several Sums of — and — the said **A.** doth hereby acknowledge, and of and from the same, and either of them and every Part thereof, doth clearly acquit, release and discharge the said **D.** and **E.** and either of them, their and either of their Heirs, Executors, Administrators and Assigns for ever by these Presents.

— Of which said several Sums of — and — the said **A.** and **F.** his Wife, **D. G. H. &c.** do hereby respectively acknowledge, and thereof, &c.

— The Receipt whereof is hereby acknowledged, and the said **W. M.** and **M.** his Wife, therewith fully satisfied, contented and paid, and thereof, and of every Part thereof, do acquit, &c.

Receipts Indorsed.

For Consideration Money in a Conveyance or Security.

RECeived the Day of the Date of the within written Indenture of the within named **A. B.** the Sum of 100 l. being the Consideration Money within mentioned to be paid by him to me. I say received by me, **C. D.** } 100 l.

The like.

— *As before to,* being in full for the Consideration Money within mentioned for the Purchase of — within granted and sold.

The like for several Vendors.

WE the within named **H. J.** and **W.** my Wife, **B. C.** and **F.** my Wife, do severally acknowledge to have received on the — Day of the Date of the within written Indenture, from the within named **P. P.** the within mentioned Sums of — according as the same is mentioned to be paid to us severally by the within written Indenture, being in full for the Consideration Money for the within conveyed Premises. We say received.

The like where there are two Originals and two Receipts for the same Sum.

RECeived, &c. as before to, by him to me and for which, the like Receipt }
is given on another Part of the within written Indenture. } 100 l.
I say received —

The like where there are several for the same Sum on several Deeds.

RECeived, &c. as before to, paid to me, and for which Sum two several Receipts are indorsed on the Back of one Indenture of Release, bearing equal } 100 l.
Date with the Indenture within written and made between — }
I say received —

Another.

Another.

I The within named *A. B.* do hereby acknowledge to have received of the within named *C. D.* the within mentioned Sum of — in such Manner as the same is indorsed upon an Indenture of Release, bearing Date — and made between — } 100 l.
I say received —

For Money mentioned in a Deed.

R Eceived the Day of the Date of the within Indenture, of and from the within named *J. G.* the Sum of — within mentioned to be paid to me.
I say received by me *J. B.*

The like.

I The within named *A.* do acknowledge to have received on the Day of the Date within written, of and from the within named *D.* and *E.* the Sum of — which with the Sum of — paid by them in Discharge of the several Mortgages within mentioned, amounts together to the Sum of — in full for the absolute Purchase of the Manor, Messuages, Lands, and Hereditaments, by the within written Indenture granted and conveyed. **Witness** my Hand the Date within —

Another.

I The within named *C.* do, &c. the Sum of — being in full for the Consideration Money mentioned by the within written Indenture, for the Purchase of one third Part of the Messuages and Premises within granted and sold.

Another.

I The within named *A.* and *E.* my Wife, do acknowledge to have received the Date within, of the within named *D.* the Sum of 50 l. being in full for the Consideration mentioned to be paid us by the within written Deed. We say received

*A.
E.**Another.*

W E the within named *A.* and *E.* my Wife, *B.* and *F.* my Wife, do severally acknowledge to have received the Date within, of the within named *D.* the within mentioned Sums of 50 l. 25 l. and 25 l. in Proportion, and according as the same is mentioned to be paid to us severally by the within written Deed, being in full thereof, and for the within conveyed Premises. We say received.

Another.

I The within named *W.* do, &c. the within mentioned Sum of — the Consideration Money mentioned to be paid me, in and by the within written Indenture, and is in Part of the Debt of — due to me from the within named *B.* deceased, or his Estate, as within is mentioned. **Witness** my Hand the Date within mentioned.

A Receipt for Money, and a Bond in full for the Marriage Portion within mentioned.

R Eceived on the Day of the Date of the within written Indenture of the with named *W. E.* the Sum of 2500 l. in Money, and a Bond for 500 l. which is in full for the Marriage Portion of the within named *M. E.*
Witness

By me *T. W.**A Receipt where Part of the Consideration is paid in Money, and the Rest secured otherwise.*

R Eceived the Day and Year first within written, of the within named Sir *T. U.* the Sum of 3000 l. which with the Sum of 2000 l. secured as in the within written Indenture is expressed, is in full for the absolute Purchase of the within mentioned Premises. I say received by me
Witness, &c.

*N. L.**Receipt*

Receipt for Part of Purchase Money, written under the Agreement to convey.

RECEIVED this 10th of April 1724. of *W. P. W.* Esq; the Sum of 20*l.* which, with 130*l.* 30*l.* and 20*l.* in the whole amounting to 180*l.* already paid, is in Part of the Purchase of the abovesaid Farm. I say received
Test. *W. W.* By *T. V.*

RECEIVED this 29th of April 1724. of the said *Mr. W.* 30*l.* in further Part of his said Purchase Money. I say received
By *T. V.*

Receipt for Money raised by the Sale of South-Sea Stock.

RECEIVED of the above named *W. B.* and *J. A. P.* the Sum of 204*l.* 10*s.* being in full for Money raised by the Sale of the 200*l.* South-Sea Stock abovementioned, and the Sum of 4*l.* for a Dividend thereon due at, &c. I say received the said Sums of 204*l.* 10*s.* and 4*l.* in full for the said 200*l.* South-Sea Stock, and all Dividends, Interest and Profits thereof
By me *E. B.*

Recitals of Deeds.

Recital of Articles of Clerkship.

WHEREAS by Articles of Agreement indented, bearing Date on or about, &c. and made or mentioned to be made between the said *E. S.* of the one Part, and the said *J. S.* (by such other Addition as therein mentioned) of the other Part, he the said *J. S.* (for the Considerations therein expressed) did covenant faithfully to serve the said *E. S.* as his Clerk for the Term of five Years, to commence from the Date thereof, in such Manner as therein mentioned: And he the said *E. S.* (for the Considerations aforesaid) did thereby covenant with the said *J. S.* that he the said *E. S.* during the said Term, would find and provide the said *J. S.* competent and sufficient Meat, Drink, Washing and Lodging; and also inform and instruct the said *J. S.* in the Profession of the Law and Practice of an Attorney, in such Manner as therein also is mentioned; as in and by the said recited Articles, Relation being thereunto had, more fully may appear.

Recital of Articles of Agreement, to put an End to Suits by making an Assignment of two Leasehold Messuages, and a Bond.

WHEREAS by certain Articles of Agreement bearing Date the—Day of—now last past, and made or mentioned to be made between the said *A. J.* of the one Part, and *T. W.* of the Parish of—in the County of *Middlesex*, (sole Executor of the last Will and Testament of *T. W.* his Father, late of—) of the one Part, (therein reciting, that several Disputes and Differences had arisen, and that several Suits had been commenced and carried on in the Court of Chancery between the said *A. J.* and *T. W.* the Son touching the Sum of 600*l.* which had been by her the said *A. J.* put into the Hands of the said *T. W.* the Father, to be by him placed out at Interest for the Benefit of the said *A. J.* and that the same did not appear to have been so placed out; and further reciting, that in order to put an End to the said Suits, the said *T. W.* the Son (amongst other Things) had agreed to assign unto the said *A. J.* her Executors and Assigns, the two Leasehold Messuages or Tenements, together with a Bond therein mentioned, (being the Premises herein after particularly mentioned and assigned to the said *J. S.*) and which Premises, by the said Articles agreed to be by the said *T. W.* assigned to the said *A. J.* were by her thereby agreed to be in full Satisfaction of the said Sum of 600*l.* and Interest, then due to the said *A. J.* for the same.

Of an Assignment of a Bond by Indenture.

AND WHEREAS by Indenture bearing Date the—the said *T. H.* for the Consideration therein mentioned, did grant, assign and set over unto the said—the said Bond, and
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all and every Sum and Sums of Money due and payable unto him the said *T. H.* upon or by Virtue of the said Obligation or Condition, with full Power and Authority to sue for and recover the same; as in and by the said Indenture, Relation, &c.

Of an Assignment of a Recognizance or Statute Staple.

Whereas by one Indenture *Quadripartite* of Assignment, bearing Date the, &c. and made or mentioned to be made between, &c. (reciting as therein is recited) in Consideration of, &c. to the said *D. T.* and *K.* his Wife, and of, &c. to the said *J. S.* and *E.* his Wife, in Hand severally mentioned to be paid by the said *E. S.* and *J. B.* they the said *D. T.* and *K.* his Wife, *J. S.* and *E.* his Wife, and the said *W. B. R. L.* and *S. W.* by the Direction and Appointment of the said *T. D.* and *K.* his Wife, *J. S.* and *E.* his Wife, testified by their being made Parties thereto, and Sealing and Delivering thereof, *Did*, at and by the Nomination and Appointment of the said *E. S.* and *J. B.* testified by their being made Parties thereto, and their Sealing and Delivery thereof, *In Trust* for them and their Heirs, Executors and Administrators, bargain, sell, assign and set over unto the said *T. B.* and *W. B.* their Executors, Administrators and Assigns, as well the said Recognizance and Statute-Staple of—*l.* therein mentioned, as also all such Sum and Sums whatsoever thereon, and on every or any of them, that then were or should become payable, and all Benefit and Advantage that should be had and taken by Virtue of the said Recognizance and Statute, or by the Will of the said *J. W.* or otherwise howsoever; as in and by the said recited Indenture of Assignment, Relation, &c.

Of an Assignment of a Lease by way of Mortgage.

Whereas by Indenture of Assignment (by way of Mortgage) bearing Date on or about the—Day of—which was in the Year of our Lord—and made or mentioned to be made *Between T. W.* of—of the one Part, and *J. K.* of—of the other Part, (reciting as therein is recited) the said Indenture of Lease, and the Premises thereby demised, *Were* assigned unto the said *J. K.* for securing the Payment to him of the Principal Sum of—and Interest, *Subject* to such Redemption as therein mentioned.

Of an Assignment Tripartite of a Lease, by way of Mortgage, from the former Mortgagee, together with the Direction and Confirmation of the former Mortgagor.

(After Recital of the Lease, and the first Assignment, [say,])

AND whereas by Indenture *Tripartite* of Assignment, bearing Date on or about the—Day of—which was in the Year of our Lord—and made or mentioned to be made *Between* the said *T. W.* (former Mortgagor) by the Name and Description of *T. W.* of—of the first Part, the said *J. K.* (former Mortgagee) of the second Part, and the said *A. P.* (present Mortgagee) of the third Part, (reciting as therein is recited) *It is witnessed*, that in Consideration of the Sum of—*l.* paid to the said *J. K.* (by the Direction of the said *T. W.* testified as therein mentioned) by the said *A. P.* and of the further Sum of—by her also paid to the said *T. W.* he the said *J. K.* (by the like Direction of the same *T. W.*) *Did* grant, ratify and confirm, unto the said *A. P.* *The* said therein and herein before recited Indenture of Lease, and the—and all and singular other the Premises thereby demised, with their Appurtenances; *To hold* the said—and other the Premises, unto the said *A. P.* her Executors, Administrators and Assigns from thenceforth, for and during all the Rest and Residue of the said Term of—Years, by the said Indenture of Lease granted, which was then to come and unexpired; *Subject nevertheless* to a Proviso in the said Indenture *Tripartite* contained, for Redemption of the said Premises on Payment by the said *T. W.* unto the said *A. P.* her Executors, Administrators or Assigns, of the Sum of—in such Manner as therein is mentioned; as in and by the said in Part recited Indenture *Tripartite*, Relation being thereunto had, more fully may appear.

Of an Award.

Whereas by a certain Writing of an Award indented, bearing Date, &c. made by and under the Hands and Seals of *A. B.* and *C.* of, &c. they the said Arbitrators have awarded the above named *D.* his Executors or Administrators, within the Space of two Months from the Date hereof, to pay unto the above bound *E.* his Executors or Assigns, the

the Sum of—lawful, &c. in full of all Demands which he hath or may have against the said D. his Executors or Administrators, (as Administrator of the said E.) or otherwise howsoever; as thereby, Relation, &c.

Bargain and Sale.

Whereas by Indenture *Tripartite* of Bargain and Sale inrolled in the High Court of Chancery, bearing Date on or about the 11th Day of May, which was in the Year of our Lord 17— and made or mentioned to be made between E. K. Spinster, (by such other Addition and Description as therein mentioned) of the first Part, the said J. P. of the second Part, and the said G. P. and one R. P. of, &c. Esq; (since deceased) of the third Part, for the Considerations in the said Indenture of Bargain and Sale mentioned, the said E. K. did give, grant, sell and confirm unto the said G. P. and R. P. the several Messuages or Tenements, Lands and Hereditaments, situate in, &c. therein particularly mentioned and herein after granted and released; To hold the same unto and to the Use of the said G. P. and R. P. and their Heirs, *In Trust nevertheless* for the said J. P. his Heirs and Assigns; as in and by the said in Part recited Indenture, Relation being thereunto had, more at large may appear.

Recital of a common Bond for the Payment of Money, [and of Part received].

Whereas one H. S. of—by his Bond bearing Date on or about the— Day of— became bound to the said T. W. deceased, in the penal Sum of—conditioned for the Payment of the Sum of—on the— Day of—then next ensuing, with lawful Interest for the same. [And that by an Indorsement made on the said Bond, it appeared that on the— Day of—the Sum of—was paid in Part of the said Bond.]

Another.

Whereas in and by one Bond or Writing Obligatory, bearing Date the— T. J. of— and E. J. of—are and stand jointly and severally bound unto T. H. of—in the penal Sum, &c.

Recital of a Bond from the intended Husband for Payment of Money to his intended Wife at his Death. (Vide Bond.)

AND whereas the said R. W. in Consideration of the said intended Marriage, and of a considerable Portion which he the said R. W. will have and receive as the Marriage Portion of the said D. P. and to the Intent to make some Provision for her future Support and Maintenance in Case she him survives, by his Bond or Obligation bearing even Date with, and executed immediately before these Presents, is and stands bound to them the said — and — in the penal Sum of— with Condition thereunder written, (*reciting the said intended Marriage*) that if the said Marriage took Effect, and the said R. W. should happen to depart this Life, leaving her the said D. P. him surviving; then if the Heirs, Executors or Administrators of the said R. W. should well and truly pay or cause to be paid to the said D. P. her Executors, Administrators and Assigns, within — Months next after his Death, the full Sum of—, then the said Obligation to be void, otherwise, &c. as by the said Bond may appear.

Recital of a Charter-Party of a Freightment.

Whereas by Charter-Party of a Freightment indented, bearing Date the— Day of —last past before the Date hereof, made between the Royal African Company of England, of the one Part, and A. of, &c. Mariner, B. of, &c. and C. of, &c. Part-Owners of the Ship W. Burthen — Tons, or thereabouts, then at Anchor in the River of T. whereof the said A. is Master, of the other Part, they the said Master and Part-Owners have let the said Ship to Freight to the said Company, for a Voyage to the South Parts of Guinea in Africa, and from thence to the Coast of W. and so to proceed to B. in which said recited Charter-Party are contained several Covenants, Clauses, Articles, and Agreements, on the Part of the Master to be performed, as well relating to the said Ship and her intended Voyage, as also relating to a Cargo of— l. and several other Matters therein mentioned.

Deed Poll.

AND whereas by Deed Poll, bearing even Date herewith, and indorsed upon the Back of the said recited Indenture of Release, (reciting that the within granted Annuity of 200*l.* stood charged and payable unto the said *J. R.* during the Life of the said Earl, out of the within granted and released Hereditaments and Premises; and further reciting, that the said *J. R.* had contracted and agreed with the said Earl for the absolute Purchase of one other Annuity or yearly Rent-Charge of 80*l.* to be payable out of the said Hereditaments and Premises, unto the said *J. R.* during the Life of the said Earl, at and for the Sum of 600*l.*) it is by the said Deed Poll witnessed, that the said *W. A.* Earl of *A.* in Consideration of the Sum of 600*l.* to him paid by the said *J. R.* did give, grant and confirm, unto the said *J. R.* his Executors, Administrators and Assigns, during the Life of him the said *W. A.* Earl of *A.* one other Annuity or yearly Rent-Charge of 80*l.* of lawful Money of *Great Britain*, (over and besides the therein granted Annuity of 200*l.*) the said Annuity or yearly Rent-Charge of 80*l.* to be yearly issuing, payable and going out of the said Capital Messuage, Park, Lands, Hereditaments and Premises within granted and released, and to be paid and payable to the said *J. R.* his Executors, Administrators and Assigns yearly, during the Life of the said Earl of *A.* clear of all Taxes, Charges and Deductions whatsoever, at or in *New Inn Hall*, on the four several Days following; that is to say, the 24th Day of *December*, the 24th Day of *March*, the 24th Day of *June*, and the 24th Day of *September*, by four even and equal Portions; the first of which Payments to begin and be made on the 24th Day of *December* then and now next ensuing; together with all Power Benefit and Advantage whatsoever to be had, made or obtained, for making of any Distresses or Distresses upon, and of Entry and quiet Enjoyment of the said Hereditaments and Premises, in case of Non-payment of the said Annuity of 80*l.* or any Part thereof, in such Manner as in the within written Indenture is mentioned and expressed touching and concerning the same, as in the within written Indenture is mentioned and expressed touching and concerning the said Annuity of 200*l.* in case of Non-payment of the same; and he the said Earl of *A.* hath by the said Deed Poll charged and made chargeable the said Capital Messuage, Park, Lands, Hereditaments and Premises to and with Payment of the said Annuity or yearly Rent-Charge of 80*l.* unto the said *J. R.* his Executors, Administrators and Assigns, during the Life of him the said Earl, in Manner as aforesaid, as in and by the said in Part recited Indentures of Lease and Release and Deed Poll, Relation being to them respectively had, more fully may appear: **And** whereas by one Bond or Obligation bearing even Date, and executed, &c.

Of a Lease.

Whereas by Indenture of Lease bearing Date the — Day of — which was in the Year of our Lord — and made or mentioned to be made between *B. J. J. F. D. S.* and several other Persons therein named (Parishioners and Trustees for the Parish of —) of the one Part, and *T. W.* of — (since deceased) of the other Part, for the Considerations therein mentioned) they the said *B. J. J. F. D. S.* and other the Lessors therein named, *Did* demise and to Farm let unto the said *T. W.* (his Executors, Administrators and Assigns) *All* that, &c. situate and being in, &c. and in the said Indenture of Lease particularly mentioned and described, and as the same then or late were in the Tenure or Occupation of *J. A.* with the Appurtenances thereunto belonging; *To hold* the said Messuages and Premises unto the said *T. W.* his Executors, Administrators and Assigns from — then last past, for and during, and unto the full End and Term of — Years from thence next ensuing, *At* and under the yearly Rent of — payable quarterly on the Days therein mentioned, and one fat and young Lamb ready killed and dressed, or — in lieu thereof, between *Easter* and *Whitsuntide* yearly, during the Term as in and by the said in Part recited Indenture of Lease (Relation being thereunto had) more fully may appear.

Of a Church Lease.

Whereas the Right Reverend Father in God *T.* by the Divine Providence Lord Bishop of *R.* Dean of the Cathedral Church of *St. P.* in *W.* and the Chapter of the said Church, by their Indenture bearing Date, &c. and made between the said Dean and Chapter, of the one Part, and the said Sir *R. C.* of the other Part, for the Consideration therein mentioned, *Did* demise, &c. for them and their Successors, unto the said Sir *T. C.* *All*, &c.

&c. **To have and to hold** the said, &c. from, &c. for and during, &c. from thence next ensuing, &c. yielding and paying therefore yearly, during the said Term, unto the Dean and Chapter and their Successors, the Sum of, &c. at, &c. by even and equal Portions, and at, by and under the several other Reservations, Covenants and Conditions, in and by the said recited Indenture of Lease mentioned and reserved as in and by the same, Relation being, &c. may appear.

Lease and Release.

Whereas by Indentures of Lease and Release, the Lease bearing Date the 22d Day of this Instant *September*, and the Release bearing Date the Day next before the Day of the Date of these Presents, and made between the said *W. A.* Earl of *A.* of the one Part, and the said *J. R.* of the other Part, *Reciting* as therein is recited, *It is witnessed*, that for and in Consideration of the Sum of 1500*l.* of lawful Money of *G. B.* in the said Indenture of Release mentioned to be, and which hath been truly paid to the said Earl of *A.* by the said *J. R.* he the said *W. A.* Earl of *A.* did thereby grant and release unto the said *J. R.* his Heirs and Assigns, **All** that Capital Messuage, &c. (*setting forth the Parcels verbatim*), **To hold** the same to the said *J. R.* and his Heirs, to the Uses, Intents and Purposes following; that is to say, to the Use, Intent and Purpose, that, &c. (*then the Uses are declared according to the Circumstances of the Case*).

Of a Mortgage in Fee by Lease and Release.

Whereas by Indentures of Lease and Release, bearing Date respectively the——— and ——— Days of ——— which was in the Year of our Lord——— the Release being *Quadrupartite*, and made or mentioned to be made between the said *J. D.* and *M.* his Wife, of the first Part, *H. M. B.* of——— and *T. B.* of——— (an Infant under the Age of 21 Years, that is to say, of the Age of——— Years, or thereabouts) Grandsons and Residuary Legatees named in the last Will and Testament of *J. M.* late of——— deceased, which said *H. M.* is also Heir at Law of the said *J. M.* *J. V.* of——— surviving Executor and Trustee of the last Will and Testament of the said *J. M.* of the second Part, *R. B.* of——— of the third Part, and the said *E. J.* of the fourth Part, (*Reciting that, &c. and further reciting, &c.*) *It is by* the said Indenture *Quadrupartite* (of the——— Day of———) *Witnessed*, that in Consideration of the Sum of——— they the said *H. M. B.* and the said *T. B.* (by Virtue and in Pursuance of the said Act of * Parliament, and in Obedience to the said Order of the High Court of Chancery (by and with the Privity and Consent of the said *J. V.* and the said *J. D.* testified as aforesaid) and also of the said *R. B.* by and with the Privity and Consent of the said *J. D.*) and also the said *J. D.* and each and every of them the said *H. M. B. T. B. R. B.* and *J. D.* *Did* bargain, sell, assign, alien, release and confirm unto the said *E. J.* *All* those (*the Parcels*) **To hold** all and singular the hereby released Premises, unto and to the Use of the said *E. J.* her Heirs and Assigns for ever; *Subject nevertheless* to a Proviso in the said Indenture *Quadrupartite* contained for the Redemption of the thereby released Premises on Payment by the said *J. D.* his Heirs and Assigns, unto the said *E. J.* her Heirs and Assigns, of the Sum of——— on the several Days therein mentioned and since past; *And it is by* the said Indenture *Quadrupartite* agreed and declared by and between all the said Parties thereto, that the therein before recited Fine so levied by and between the said *R. B.* and *J. D.* and *M.* his Wife, of the said therein before released Premises, and all and every other Fine, Feoffments, Recoveries, Releases and Conveyances whatsoever, then or at any Time hereafter to be had, levied, suffered and executed of the same Premises, or any Part thereof, by and between the same Parties, or any of them, should be and enure, *To the only Use* and Behoof of the said *E. J.* her Heirs and Assigns for ever, (subject nevertheless to the Proviso therein before contained for Redemption of the Premises) as in and by the said in Part recited Indenture *Quadrupartite* of the several Indentures of Lease and Release (*and Will therein recited*) Relation being thereunto respectively had, may more fully and at large appear.

Of a Mortgage by Lease and Release for——— Years.

Whereas in and by Indentures of Lease and Release, bearing Date respectively the——— and——— Days of——— the Release being *Tripartite*, and made between the said *L.* by her then Name and Addition of *L. K.* of——— Widow, Relict and Devisee of *T. K.* her late Husband, deceased, of the first Part, the Honourable *J. S.* Brother and Heir of the

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Honourable

* Stat. 7 Ann. c. 19. to enable Infants who are seised or possessed of Estates in Fee in Trust, or by way of Mortgage, to make Conveyances of such Estates.

Honourable T. S. then late of ——— Esq; and also sole Executor of the last Will and Testament of the said T. S. of the second Part, and R. E. of ——— of the third Part, *All* that, &c. were limited in Use to R. E. his Executors, Administrators and Assigns, for the Term of 500 Years without Impeachment of Waste, redeemable on Payment of ——— and Interest, at such Days and Times as therein is mentioned; and after the End, Expiration, or other sooner Determination of the said Term of 500 Years, to the only Use and Behoof of the said L. K. his Heirs and Assigns for ever.

Of a Mortgage by Demise for Years.

Whereas by Indenture of Mortgage bearing Date, &c. and mentioned to be made between the said J. W. of the one Part, and H. J. then of, &c. and now of, &c. of the other Part, (*Reciting* as therein is recited) he the said J. W. for and in Consideration of the Sum of &c. *Did* bargain, sell and demise unto the said H. J. her Executors, &c. the Manor, &c. from the Day of the Date of the said Indenture, for the full End and Term of ——— Years, without Impeachment of or for any Manner of Waste, *Subject* to a Proviso therein contained for the Redemption thereof, on Payment of the said Principal Sum of ——— and the Interest thereof, at the Times and in the Manner therein expressed, as in and by, &c.

Recital as to Mortgage Monies not being paid, and that the same was afterwards paid, and a Certificate thereof signed by the Register for Middlesex.

AND whereas the said 52 l. and 10 s. was not paid on the Days and Times in the said Proviso contained in the said last recited Indenture mentioned for Payment thereof, but on or about the ——— Day of ——— 17 — the said A. paid to the said B. the said Sum of 50 l. and all Interest due for the same in full discharge for the said Mortgage, and an Entry thereof was made in the Register Book of the Office, and Certificate of the same, dated the said ——— Day of ——— indorsed on the Back of the same Indenture, was signed by Sir T. J. the Register for the said County of *Middlesex*, as by the said Certificate may appear.

Of a Settlement before Marriage.

Whereas by Indenture *Tripartite*, bearing Date, &c. and made between the said G. G. of the first Part, the said A. his Wife (by her then Name and Addition of A. C. of ——— Widow,) of the second Part, and G. F. of ——— and G. T. of ——— of the third Part, (therein reciting (*inter alia*) that a Marriage was then intended, and which was soon after solemnized, between the said G. G. and A. C.) *It is witnessed*, that in Consideration of the said intended Marriage, and for other the Considerations, Ends, Intents and Purposes therein mentioned, *All* the personal Estate of her the said A. C. therein recited and mentioned to be of the Value of 400 l. was by her the said A. C. (by and with the Consent and Approbation of the said G. G.) assigned to the Trustees the said G. F. and G. T. upon the Trusts therein and herein after mentioned; and also the Sum of 100 l. therein recited to be the proper Monies of him the said G. G. and a Gold Watch of his, by him paid and deposited into the Hands of the said Trustees, were by him also assigned to the said Trustees, upon the Trusts therein and herein after mentioned; *And it is*, by the said Indenture now reciting, agreed and declared, by and between all the Parties thereto, that, &c. as by the said in Part recited Indenture, Relation, &c. (*Vide Settlements*).

Of a Statute Merchant.

Whereas F. S. T. S. and R. S. by one Recognizance, or Writing Obligatory in Nature of a Statute Merchant, bearing Date, &c. taken and acknowledged at W. before A. T. Gent. Mayor of the same Town and Borough, and before R. M. Esq; deputed and assigned Clerk, for the taking Recognizances for Debts within the said Town and Borough of W. according to the Form of Statute Merchant, stand bound unto the said W. A. in 600 l. of lawful Money of *Great Britain*, payable as by the said Recognizance, or Writing Obligatory, may appear.

Of Wills and Testaments.

Of a Bequest of an Annuity.

Whereas the said *U. S.* deceased, by his last Will and Testament in Writing, bearing Date on or about the — Day of — which was in the Year of our Lord — did (amongst other Things) give and bequeath unto the said *A. J.* one Annuity or yearly Sum of — *l.* to be paid to her the said *A. J.* and her Assigns, by Half yearly Payments, yearly and every Year, during the natural Life of the said *A. J.* free and clear of and from all and all Manner of Deductions whatsoever, as by the said Will duly proved by the said *J. S.* in the proper Ecclesiastical Court, Reference being thereto had, will more fully and at large appear:

Of a Devise and Bequest of the Residue of the Estate after other Legacies, &c.

Whereas *G. W.* late of *L. Gent.* in and by his last Will and Testament, bearing Date the — which was in the Year of our Lord — (after Payment of his Funeral, Debts and Legacies therein particularly mentioned) did give and devise all the Rest and Residue of his Estate, both Real and Personal, to the said *M. B.* her Heirs, Executors and Administrators, and of his said Will did make *T. G.* of — Esq; *T. P.* and *N. P.* of *L. Goldsmiths*, and the said *N. P.* and *J. M.* of *L. Gent.* his Executors, and sometime after making his said Will departed this Life, as in and by the said Will duly proved by the said *T. P.* in his Life-time, and since his Death by the said *N. P.* in the Prerogative Court of *Canterbury*, Relation, &c.

Reconveyance.

Of an Estate mortgaged in Fee, to the Heir of the Mortgagor.

(By Lease and Release.)

THIS Indenture Tripartite made, &c. Between *W. S.* of, &c. of the first Part, *F. P.* of, &c. of the second Part, and *R. D.* of, &c. Brother and Heir of *J. D.* late of, &c. deceased, of the third Part. **W**hereas the said *J. D.* did take up and borrow of the said *F. P.* the Sum of 1000 *l.* of, &c. and for securing the Repayment thereof, with Interest for the same, after the Rate of 5 *l. per Cent. per Annum*, in and by his Bond or Writing Obligatory, bearing Date, &c. stood bound to the said *F. P.* in the Penal Sum of 2000 *l.* conditioned for the Payment of 1000 *l.* as therein is mentioned: **A**nd whereas by Indentures of Lease and Release, bearing Date, &c. the Release being Tripartite, and made or mentioned, &c. Between the said *J. D.* and *D.* his Wife, since deceased, of the first Part the said *F. P.* of the second Part, and the said *W. S.* and *L. B.* since also deceased, of the third Part, for the better securing of Payment of the said Sum of 1000 *l.* and Interest, and in Discharge of the said Bond or Obligation, so entered into by the said *J. D.* as aforesaid, and for and in Consideration of the Sum of, &c. to the said *J. D.* in Hand paid by the said *W. S.* and *L. B.* He the said *J. D.* Did grant, &c. unto the said *W. S.* and *L. B.* and their Heirs, *All* that, &c. thereby granted unto the said *W. S.* and *L. B.* their Heirs and Assigns, to the only Use, &c. for ever; *Subject nevertheless* to the Redemption of the said *J. D.* on Payment of 1000 *l.* and Interest, as therein is mentioned; **W**hich not being paid, the Estate and Interest of the said *W. S.* and *L. B.* became absolute in Law, as in and by the said Indenture of Release, Relation, &c. **A**nd whereas the said *L. B.* is since dead, whereby the said *W. S.* became legally intitled to the said — and Premises by Survivorship: **A**nd whereas the said *J. D.* is also since deceased, and the Power, Right and Equity of Redemption of the said Premises vested in the said *R. D.* as Heir of the said *J. D.* **A**nd whereas all Interest due for the said Sum of 1000 *l.* is paid to the said *F. P.* and there remains due to him only the Sum of 1000 *l.* Principal Money, and no more: **N**ow this Indenture witnesseth, that in Consideration of the Sum of 1000 *l.* of, &c. to the said *F. P.* and of the further Sum of 10 *s.* of like Money, to the said *W. S.* in Hand also paid by the said *R. D.* a, &c. the respective Receipts whereof are hereby respectively acknowledged, and for divers, &c. **H**e the said *W. S.* by the express Direction and Appointment of the said *F. P.* testified, &c. **H**ath bargained, sold, aliened, released and confirmed, and by, &c. **D**oth bargain, &c. unto the said *R. D.* (in his actual Possession, &c.) and his Heirs, *All* those, &c. and

and all other Lands, &c. in and by the said recited Indentures granted to the said *W. S.* and *L. B.* and vested in the said *W. S.* by Survivorship, as aforesaid, and the Reversion, &c. and all the Estate, &c. of the said *W. S.* in and to the same; **To have, &c. To the only Use and Behoof of the said *R. D.* his Heirs and Assigns for ever.** (*Covenants added that *W. S.* has done no Act to incumber the Premises*). **In Witness, &c.**

Another to a Purchaser, to whom the Equity of Redemption was before conveyed by Bargain and Sale, and where the Mortgage in Fee was taken in Trust.

THIS Indenture Tripartite, made, &c. Between *J. K.* of, &c. of the first Part, *A. M.* of, &c. and *J. B.* of, &c. of the second Part, and *T. H.* of, &c. of the third Part. **Whereas** by Indentures of Lease and Release, bearing Date, &c. and made *Between* the said *T. H.* of the one Part, and *T. G.* of, &c. of the other Part, the said *T. H.* in Consideration of the Sum of 600*l.* to him paid by the said *T. G.* as therein is mentioned, **Did** grant, &c. unto the said *T. G.* his Heirs and Assigns, **All that, &c. To have and to hold** all and singular the said—unto and to the Use of the said *T. G.* his Heirs and Assigns for ever: *Subject nevertheless* to the Redemption of the said *T. H.* his Heirs, &c. on Payment, &c. in Manner in the said Indenture of Release mentioned and appointed for Payment thereof: **And whereas** by Indenture bearing Date, &c. the said *T. H.* in Consideration of the further Sum of 900*l.* to him lent and paid by the said *T. G.* **Did** covenant, &c. to and with the said *T. G.* his, &c. that all and singular the said—and Premises, in the said herein before recited Indentures of Lease and Release mentioned and described, and thereby granted, should stand and be a Security, as well for the Payment of the further Sum of 900*l.* and Interest, as for the before mentioned Sum of 630*l.* **Subject nevertheless** to the Redemption of the said *T. H.* his Heirs, &c. on Payment of the Sum of 630*l.* and also the further Sum of 922*l.* in Manner in the last above mentioned Indenture mentioned: **And whereas** by Indentures of Lease and Release, &c. *Between* the said *T. G.* of the first Part, the said *T. H.* of the second Part, and the said *A. M.* and *J. B.* of the third Part, (Reciting the said several before recited Indentures) and that the said Sums of 600*l.* and 900*l.* were not paid at the Days and Times in and by the said Indentures mentioned, whereby the Estate of the said *T. G.* became absolute in Law; and that the aforesaid Sums of 600*l.* and 900*l.* remained unpaid, but that all Interest due for the same had been paid by the said *T. H.* *It is by the said last recited Indenture of Release Tripartite* witnessed, that in Consideration of the Sum of 1500*l.* of, &c. to the said *T. G.* in Hand, &c. by the said *A. M.* and *J. B.* by the Direction of the said *T. H.* testified as therein is mentioned, and the Sum of 2500*l.* of like Money to the said *T. H.* in Hand also paid by the said *A. M.* and *J. B.* and for other, &c. *He* the said *T. G.* by the Direction of the said *T. H.* **Did** bargain, &c. and the said *T. H.* **Did** ratify and confirm unto the said *A. M.* and *J. B.* their Heirs, &c. **All that, &c. To have and to hold** the said—and Premises, unto the said *A. M.* and *J. B.* their Heirs and Assigns, to the only proper Use and Behoof of the said *A. M.* and *J. B.* their Heirs and Assigns for ever; *Subject, &c. to a Proviso*, that if the said *T. H.* his, &c. should pay, &c. unto the said *A. M.* and *J. B.* their, &c. the full Sum of, &c. that then they the said *A. M.* and *J. B.* their, &c. should and would at the Request, &c. of the said *T. H.* his, &c. by such good and sufficient Conveyances, &c. convey, &c. unto the said *T. H.* and his Heirs, or to such Person, &c. **All, &c. discharged, &c. And whereas** by Deed Poll, bearing even Date with the last above recited Indenture of Release, the said *A. M.* and *J. B.* declare that their Names were used in the said Indenture in Trust for the said *J. K.* and that the said Sum of 4000*l.* therein mentioned was paid by, and was the proper Money of the said *J. K.* **And whereas** the said *T. H.* hath sold the said—and other the Premises in, &c. to *W. B.* of, &c. for the Sum of 7100*l.* and out of the said Purchase Money hath paid to the said *J. K.* the Sum of 4492*l.* 6*s.* 8*d.* in full for Principal and Interest due on the said herein before recited Securities; and in Consideration thereof the said *A. M.* and *J. B.* by the Direction of the said *J. K.* have bargained, &c. and the said *T. H.* hath ratified and confirmed the said—and Premises in, &c. to the said *W.* and his Heirs: **Now this Indenture witnesseth**, that for and in Consideration of the Sum of 4492*l.* 6*s.* 8*d.* so paid to the said *J. K.* as aforesaid, and for and in Consideration of the Sum of 5*s.* a-piece to the said *A. M.* *J. B.* and *J. K.* in Hand paid by the said *T. H.* **as, &c. the Receipt, &c. They** the said *A. M.* and *J. B.* at the Request of the said *T. H.* and by the Direction of the said *J. K.* testified, &c. **Have**, and each of them **Hath** bargained, sold, released and confirmed; and, &c. they the said *A. M.* and *J. B.* **Do**, and each of them **Doth** fully, &c. bargain, &c. unto the said *T. H.* (in his actual, &c. by the said *A. M.* and *J. B.* by Indenture, &c.) his Heirs and Assigns, **All that, &c. in the said herein before recited Indenture of Lease and Release of the—Day of, &c. particularly mentioned and described to be situate, &c. and all other the, &c. which by the said herein before recited Indentures**

of Lease and Release dated, &c. were granted, &c. unto the said *A. M.* and *J. B.* and their Heirs as aforesaid, and the Reversion, &c. and all the Estate, &c. of the said *A. M.* and *J. B.* in, &c. **To have and to hold**, the said — and Premises hereby bargained, &c. with their and every of their Appurtenances, unto the said *T. H.* his Heirs and Assigns, **To** the the only proper Use and behoof of the said *T. H.* his Heirs and Assigns for ever. (*Covenants from A. M. that he has not done any Act to incumber the Premises; and the like from J. B.*) **In Witness**, &c.

Of a Freehold Estate for Lives, and a Term of Years, conveyed as a Security for suffering a Recovery, which is since suffered.

THIS Indenture, Tripartite, made, &c. **Between** *R. R.* of, &c. Esq; of the first Part, *Sir B. L.* of, &c. Bart. of the second Part, and *A. C.* of, &c. Esq; of the third Part. **Whereas**, &c. (*Recital of a Lease and Release, (therein reciting that R. R. had purchased of the said Sir B. L. the Manors, &c. in S. for 1300 l. and had by his Direction paid Sir P. M. a Sum secured by Mortgage of another Manor, &c. hereafter granted; and that the said Sir B. L. agreed with the said R. R. that the said Premises not purchased by the said R. R. should be a security to him, till a common Recovery of the purchased Premises should be suffered), in Consideration, &c. to Sir B. L. T. L. and Sir P. M. the said Sir P. M. by Sir B. L.'s Consent, did bargain, &c. the said, &c. to R. R. during the Lives of Sir B. L. and Sir R. E. subject to Rents, &c. and that the said Sir P. M. by the like Consent did assign, &c. to said R. R. all that, &c. for the Residue of 2000 Years, with a Proviso that if the said Sir B. L. and T. L. suffered a common Recovery of the Lands purchased by the said R. R. pursuant to the Covenants in an Indenture, then the said R. R. would at Sir B. L.'s Request and Cost reconvey the said Freehold Premises, and reassign the said Term of 2000 Years to the said Sir B. L. free, &c.*) **And whereas** a common Recovery of the said Manors, &c. purchased by the said *R. R.* as aforesaid, was in — Term last past duly had and suffered, and the said Recovery declared to be to the Use of the said *R. R.* his Heirs and Assigns for ever: **Now this Indenture witnesseth**, that for and in Consideration of the said Recovery so suffered, and the Uses thereof so declared as aforesaid; and in Consideration of the Sum of 10 s. of, &c. to the said *R. R.* in Hand paid by the said *Sir B. L.* at, &c. the Receipt, &c. and for divers, &c. **He** the said *R. R.* in Performance of the said Agreement in the herein before recited Proviso contained, at the Request of the said *B. L.* **Doth** bargained, sold, released and confirmed, and by these Presents **Doth** bargain, &c. unto the said *B. L.* (in his actual, &c.) and to his Heirs, **All** that, &c. which in and by the said herein before recited Indentures of Lease and Release, dated, &c. were granted and conveyed to the said *R. R.* and his Heirs, for the Lives of the said *Sir B. L.* and *Sir R. E.* as aforesaid, and all the Estate, &c. **To have and to hold** the said, &c. unto the said *B. L.* his Heirs and Assigns, for and during the natural Lives of the said *Sir B. L.* and *Sir R. E.* and the Life of the longest Liver of them: **And this Indenture further witnesseth**, that for the Consideration aforesaid, and in Consideration of the Sum of 10 s. of, &c. to the said *R. R.* in Hand paid by the said *A. C.* at or before, &c. the Receipt, &c. **He** the said *R. R.* at the Request and by the Direction of the said *Sir B. L.* testified, &c. **Doth** bargained, sold, assigned, set over and transferred, and by, &c. unto the said *A. C.* his Executors, &c. **All** that, &c. which were by Indenture, bargained, sold, assigned and set over by the said *Sir P. M.* the Son, to the said *R. R.* his Executors, &c. for the Residue of the said Term of 2000 Years as aforesaid, and all the Estate, &c. **To have and to hold** the said Manor, &c. hereby assigned, and set over, or intended so to be; with their and every of their Appurtenances, unto the said *A. C.* his Executors, &c. from henceforth, for and during all the Rest, Residue and Remainder of the said Term of 2000 Years yet to come and unexpired, without Impeachment of Waste; in **Trust nevertheless** for the said *Sir B. L.* his Heirs and Assigns, to the Intent the said Term may not be mortgaged, but may wait upon and attend the Reversion, Fee-simple and Inheritance of the said Manor and Premises, and may be liable and subject to such Dispositions as the said *Sir B. L.* his Heirs and Assigns shall make thereof; **And**, &c. (*A Covenant that R. R. has done no Act to incumber the Premises, Vid. Tit. Covenants.*) **In Witness**, &c.

A Reconveyance of Tithes from a Trustee to the Proprietor thereof, in Pursuance of a Trust for that Purpose (being of the Premises which had been mortgaged to another Person).

THIS Indenture Tripartite, &c. **Between** *T. W.* of, &c. of the first Part, *W. B.* of the second Part, and *T. F.* of, &c. of the third Part. **Whereas** by Indentures of Lease and Release bearing Date respectively, &c. the Release being *Tripartite*, and expressed to be made between *S. B.* of, &c. of the first Part, the said *T. F.* of the second Part, and the

said *T. W.* of the third Part, the said *S. B.* (in Consideration of the Sum of — therein mentioned to be paid to him by the said *T. W.*) did by the Consent, Direction and Appointment of the said *T. F.* (testified as therein is mentioned) bargain, sell and release unto and to the Use of the said *T. W.* and his Heirs, *The Messuage, &c.* **And whereas** by other Indentures of Lease and Release, bearing Date respectively, the same, *&c.* the same Release being *Tripartite*, and expressed to be made between the said *T. F.* and *G.* his Wife of the first Part, *T. F.* of, *&c.* and the said *W. B.* of the second Part, and the said *T. W.* of the third Part, and by a Fine levied in Pursuance of the Agreement in the same Release contained, *The said T. F. T. F. and W. B.* (in Consideration of the several Sums of — and — therein expressed to be paid to the said *T. F.* and by his Direction, and for other the Considerations therein mentioned,) did bargain, sell, release and convey to the said *T. W.* and his Heirs (*inter alia*) the said Messuages, *&c.* *To hold* the same unto and to the Use of the said *T. W.* and his Heirs, as in and by the said several, *&c.* **And whereas** the said several Sums of — and — the Consideration Money mentioned in the said recited Indenture of Release, to be paid by the said *T. W.* unto the said *S. B.* and *T. F.* were the proper Monies of the said *W. B.* **And whereas** it was agreed between the said *T. F.* and *W. B.* that the Sum of — Part of the said Consideration Money in the said Indenture mentioned, should be for the absolute Purchase of the Freehold and Inheritance in Fee-simple, in Possession, of the said Messuage, Lands, Tenements, Rectory, Tithes and Hereditaments, (Except only such Parts or Parcels of the said Rectory as herein after mentioned and intended to be hereby released), and that he the said *T. W.* should with the Consent of the said *W. B.* reconvey the said excepted Premises; **And whereas** by Indentures of Lease and Release respectively, bearing Date the 20th and 21st Days of *July* Instant, and to be executed immediately before these Presents, the same Release being *Tripartite*, and made between the said *T. W.* of the first Part, the said *T. F.* of the second Part, and the said *W. B.* of the third Part, (reciting as therein is recited, and for the Consideration therein mentioned), the said *T. W.* by the Direction of the said *T. F.* (testified, *&c.*) and also the said *T. F.* have granted and released unto and to the Use of the said *W. B.* and his Heirs: **Now this Indenture witnesseth**, that in Pursuance and Performance of the said recited Agreement, and of the Trust so reposed in the said *T. W.* for reconveying the said excepted Tithes, Hereditaments and Premises unto the said *T. F.* and his Heirs as aforesaid, and also in Consideration of 5 s. to *W.* paid by *F.* the Receipt, *&c.* he the said *T. W.* (at the special Instance and Request, and by and with the Consent, Direction and Approbation of the said *W. B.* testified by his Sealing and Delivering of these Presents) hath granted and released, and by these Presents doth grant and release, unto the said *T. F.* (in his actual Possession now being by Virtue of a Bargain and Sale to him thereof made by the said *T. W.* in Consideration of 5 s. by Indenture bearing Date the Day next before the Day of the Date of these Presents, for one Year commencing from the Day next before the Day of the Date thereof, and by Force of the Statute for transferring of Uses into Possession) and his Heirs, **All** that Part or Parcel of the Rectory of the Church of, *&c.* **To have and to hold** the said Tithes, Hereditaments and Premises hereby released or mentioned or intended so to be, with their and every of their Appurtenances, unto the said *T. F.* and his Heirs, to the only Use and Behoof of the said *T. F.* his Heirs and Assigns for ever. (*A Covenant from T. W. that he has done no Act to incumber, &c.*) **And** the said *W. B.* for himself, his Heirs, Executors and Administrators, doth covenant, promise and agree to and with the said *T. F.* his Heirs and Assigns by these Presents, in Manner as follows, *viz.* That they the said *T. W.* and *W. B.* and all and every Person and Persons: (*Covenant for further Assurance.*) **And further**, that he the said *W. B.* his Heirs, Executors, Administrators and Assigns, shall and will from Time to Time, and at all Times from henceforth for ever hereafter, well and truly pay, or cause to be paid, a Fee-farm Rent of 1 l. 6 s. 8 d. issuing and payable (amongst other Things) out of the Rectory of *D.* aforesaid, and the Tithes herein before mentioned, unto such Person or Persons who are or shall be, from Time to Time, legally intitled to receive the same; and also that he the said *W. B.* his Heirs and Assigns, shall and will from Time to Time, and at all Times from henceforth for ever, well and truly pay, or cause to be paid, to the present Vicar of *D.* and his Successors for the Time being for ever, such yearly Sum or Pension, as is or are, or shall appear to be due to the Vicar of *D.* aforesaid; **And also**, that he and they shall and will from Time to Time, and at all Times hereafter for ever, bear, pay and discharge all such Taxes, Duties and Assessments, as shall from Time to Time be charged or assessed upon the Rectory herein before mentioned, and Tithes thereunto belonging, in Manner as the same have been heretofore paid by the said *T. F.* and likewise shall and will, from Time to Time, and at all Times hereafter, well and sufficiently save harmless and indemnified the said *T. F.* his Heirs and Assigns, and the said hereby released Tithes and Premises, of, from and against all Actions, Suits, Costs, Charges, Expences and Damages whatsoever, which he the said *T. F.* his Heirs or Assigns, shall or may be liable to pay, sustain, or be put unto, for or

by Reason or Means of his the said *W. B.* his Heirs or Assigns, Non-payment or Performance of the said yearly Fee-farm Rent Pension to the said Vicar, Repairs of the said Chancel, Taxes, Duties and Assessments, in Manner as aforesaid, for or in Respect of the Rectory, Tithes and Premises herein before mentioned; **And lastly**, (to produce Deeds, &c.)

A Reconveyance from a Senior Six Clerk in Chancery to a Feme Covert, in Pursuance of a Decree.

THIS Indenture, &c. Between *W. S.* Esq; (Senior Six Clerk of the High Court of Chancery) of the one Part, and *J. D.* of *Westminster*, Esq; and *A. M.* his Wife, late called *A. M. K.* of the other Part. **Whereas** by certain Indentures of Lease and Release, bearing Date respectively the, &c. she the said *A. M.* for the Considerations in the said Indenture of Release mentioned, did grant and release unto and to the Use of *G. R.* then of, &c. the several Messuages, &c. and Hereditaments of her the said *A. M.* situate, &c. therein particularly mentioned, and therein after released unto and to the Use of the said *A. M. D.* and her Heirs: **And whereas** by certain other Indentures of Lease and Release, bearing Date respectively the — the said *A. M.* (for, &c.) **And whereas** by certain other Indentures of Lease and Release, bearing Date respectively the 8th and 9th Days of *July 17*— and made or mentioned to be made between the said *G. R.* of the one Part, and *B. H.* Esq; (since deceased) and the said *W. S.* of the other Part, reciting as in the same Indenture of Release, that by an Order of the High Court of Chancery made on *Thursday* the third of *March 17*— then last past, before the Date of the same Indenture, in a Cause there then depending between the said *J. D.* and the said *A. M.* his Wife, Plaintiffs, and the said *G. R.* Defendant, it was (*inter alia*) ordered, that the said *G. R.* should within three Weeks then next ensuing, convey the real Estates of the said *A. M.* in Question, to the two Senior Six Clerks of the said High Court of Chancery, and to covenant that the same were free from Incumbrances done or suffered by him the said *G. R.* (except, &c.) and the said real Estates were to be subject to be reconveyed by the said two Six Clerks, as the said Court upon the Hearing of the said Cause shall direct; *It is witnessed*, that in Pursuance of, and in Obedience to the said Order, and for *1 s.* paid by the said *B. H.* and *W. S.* to the said *G. R.* he the said *G. R.* Did grant, sell, alien, release and confirm unto the said *B. H.* and *W. S.* and their Heirs, the said *B.*'s Messuages, Lands, Tenements and Hereditaments of her the said *A. M.* situate, &c. To hold all and singular the said Hereditaments and Premises, unto and to the Use of the said *B. H.* and *W. S.* their Heirs and Assigns for ever; *Subject nevertheless* to the said Court of Chancery, and in Trust to reconvey the same Premises as should be directed by the said Court at the Hearing of the said Cause: **And whereas** by certain other Indentures of Lease and Release, bearing Date respectively the said 8th and 9th Days of *July 17*— and made or mentioned to be made between the said *G. R.* of the one Part, and the said *B. H.* and *W. S.* of the other Part; whereby (after reciting in the same Indenture of Release the herein before mentioned Order of the said third of *March 17*— made in the said Cause, whereby the said *G. R.* was ordered within the Time aforesaid to convey the said real Estates of the said *A. M.* in Question, to the said two Senior Clerks, free from Incumbrances, except as aforesaid, and subject to such Reconveying thereof, in Manner as herein before expressed, touching the said Premises in the said County of *C.*) *It is witnessed*, that in Pursuance of, and in Obedience to the said Order, and for *1 s.* to the said *G. R.* paid by the said *B. H.* and *W. S.* he the said *G. R.* did give, grant, alien, sell release and confirm unto the said *B. H.* and *W. S.* and their Heirs, the said several Messuages, Lands Tenements and Hereditaments of her the said *A. M.* situate, &c. therein and herein after also particularly mentioned, (which same Premises are hereby likewise intended to be released unto and to the Use of the said *A. M. D.* and her Heirs, in Manner as herein after also mentioned), and the Reversion and Reversions, &c. and all the Estate, &c. and all Deeds, &c. To hold all and singular the said last mentioned Hereditaments and Premises, unto and to the Use of the said *B. H.* and *W. S.* and their Heirs and Assigns for ever: *Subject nevertheless* to the Order of the said Court of Chancery, and in Trust to reconvey the same Premises as should be directed by the said Court at the Hearing of the said Cause, as in and by the said several in Part recited Indentures of Lease and Indentures of Release, Relation, &c. **And whereas** by a Decree or decretal Order, made and pronounced, in the said High Court of Chancery by the Lord High Chancellor of *Great Britain*, on the, &c. in the before mentioned Cause, it was thereby (*inter alia*) ordered and decreed, that the several Deeds therein, and in the Pleadings of the said Cause mentioned, should be set aside, as being obtained by Fraud, Corruption, and indirect Means, and that the same should be delivered up to be cancelled, and that the Plaintiff *A. M. D.* should be forthwith let into the Possession of the several Estates conveyed by her to the Defendant, by one or other of the said Deeds, and that the real Estate in Question was to remain in the said *B.* and *W. S.* the two Senior Six Clerks of the said Court, to whom the

Master's Report.

the same had been conveyed by the Defendant in Pursuance of the said Order of the third of *March* 17—but the said Plaintiffs were to receive the Rents and Profits thereof in the mean Time, and that an Account should be taken by *J. B.* one of the Masters of the said Court, between the Plaintiffs and Defendant, of what Money the Plaintiff *A. M.* had received of the Defendant, or had been paid by the Defendant for her Use, or any other Demand of the Defendant against the Plaintiff, and the Defendant should also account for the Rents and Profits of the Real Estate received by him or any other Person for his Use, and also for the Personal Estate of the Plaintiff received or possessed by him, and the said Defendant was to pay the Plaintiffs their Costs of Suit to that Time, to be taxed by the said Master; and after taking the said Account, each Side was to resort back to the said Court, &c. **And whereas** the said Master, Mr. *J. B.* in Pursuance of the said Decree, by his Report dated the 20th of *June* 17—certified, that he had in the Presence of the Plaintiff's Clerk in Court and Solicitor, (none attending for the Defendant, though duly summoned) as by Oath made before him appeared, considered of the Plaintiff's Bill of Costs to the Time of Hearing the said Cause, amounting in the whole to the Sum of 510 *l.* 17 *s.* 9 *d.* which he had thought fit to tax at 385 *l.* 4 *s.* &c. **And whereas** by a subsequent Order made in the said Cause, dated the 14th of *September* now last past, it was, &c. (as to the Hearing of the Cause upon the Matters reserved : **And whereas** by another Decree or Decretal Order made and pronounced in the said Cause by his Lordship on the 17th Day of *December* now last past whereby after reciting or setting forth as therein mentioned, his Lordship did order and decree, that the said *S.* the surviving Senior Six Clerk, to whom the said Estate was conveyed, should at the Plaintiff's Charge convey the same to the Plaintiff *A. M.* and that the Deeds and Writings in the said Master's Hand be delivered to her, and that the Defendant do pay the Plaintiff the Costs already taxed, and also the Plaintiff's further Costs to be taxed by the said Master, as in and by the said in Part recited Decrees, Report and subsequent Order, duly filed and entred upon record in the said Court, Relation, &c. **And whereas** the said *B. H.* being lately dead, the said several Hereditaments and Premises so respectively conveyed by the said *G. R.* to them the said *B. H.* and *W. S.* in Pursuance of the said Order of the third of *March* 17—as aforesaid, are now vested in him the said *W. S.* by Survivorship, in Trust nevertheless, and to be by him conveyed unto the said *A. M. D.* according to the said last recited Decree, in such Manner as herein after is mentioned and expressed : **Now this Indenture witnesseth,** that in Pursuance of and in Obedience to the said several recited Decrees, and in Discharge of the Trust reposed in him, the said *W. S.* by the said several recited Indentures of Lease and Release respectively, dated the said 8th and 9th Days of *July* 17—as aforesaid, and also for and in Consideration of the Sum of 10 *s.* of, &c. to him the said *W. S.* in Hand paid by the said *A. M. D.* at or before the Executing hereof, the Receipt, &c. he the said *W. S.* (by the Direction of the said *J. D.* testified &c.) hath bargained, sold, aliened, released and confirmed, and by, &c. unto the said *A. M. D.* in her actual Possession, &c. and to her Heirs and Assigns, **All, &c.** the Premises in *C.* as conveyed to the said two Six Clerks, and after the General Words, (all which same *Bartons, &c.* situate in the same County of *C.* are the same Premises, which in and by the above recited Indentures of Lease and Release, dated the said 8th and 9th of *July* 17—were by him the said *G. R.* in Pursuance of the said first mentioned Order of the third of *March* 17—conveyed unto and to the Use of the said *B. H.* and *W. S.* and their Heirs, in Trust as aforesaid); **And also all** those, &c. the other Premises, in *S. D.* and *S. &c.* (all which last mentioned Messuages, &c. are the same Premises, which in and by the last above recited Indentures of Lease and Release, dated, &c. were by him the said *G. R.* in Pursuance of the same Order, conveyed unto and to the Use of the said *B. H.* and *W. S.* and their Heirs in trust as aforesaid) and the Reversion, &c. Rents, Suits and Services, of all and every the herein before released Messuages, &c. and all the Estate, &c. of the said *W. S.* &c. by virtue of the said several recited Indentures of Lease and Release, dated the said 8th and 9th Days of *July* 17—or any of them, together with the same several Indentures, and all and every other the deeds, &c. **To have and to hold,** &c. to the sole and only proper Use and Behoof of the said *A. M. D.* her Heirs and Assigns for ever, and to and for no other Use Trust, Intent or Purpose whatsoever; And the said *W. S.* &c. (Covenant that he has done no *act, &c.*)

Reconveyance in Pursuance of a Trust Deed, to a Person who was a Lunatick.

THIS Indenture &c. Between, &c. of, &c. of the one Part, and *J. G.* of, &c. of the other Part; (*Recite the Trust Deed, and Trusts and Provisoes therein full, &c.*) as in and by, &c. **And whereas** *W. G.* and *A. G.* by virtue of the said recited Indentures of Lease and Release, entered upon and took Possession of the said Messuage, Lands and Premises

misses thereby conveyed to them upon the several Trusts, Intents and Purposes aforesaid, and have ever since received, paid and applied the Rents, Issues and Profits of the said Premises, in Pursuance of and according to the several Trusts in the said recited Indentures of Release mentioned and expressed touching and concerning the same: **And whereas** the said *A. G.* being lately dead, and the said *J. G.* having her survived, and being through the Mercy and Goodness of Almighty God, perfectly restored to his full and former right Senses, and no Part of the said Messuages, Lands and Premises having been sold or mortgaged for the Intents and Purposes by Virtue of the Trusts aforesaid, he the said *J. G.* by Virtue of the Trust in the said Indenture of Release expressed, is now legally intitled to have a Conveyance made to him from the said *W. G.* and *A. G.* of the said Messuages, Lands and Premises so conveyed to them upon the Trusts aforesaid; And the said *W. G.* and *A. G.* being fully satisfied that the said *J. G.* is now fully restored to his former right Senses, they in Consideration of the Sum of 10*l.* a-piece, to be paid to them by the said *J. G.* for their Trouble and Pains in Execution of the said several Trusts so reposed in them as aforesaid, and also in Consideration of their being released and indemnified by the said *J. G.* (which he has agreed so to do, in such Manner as herein after is mentioned), have at his Request and in Discharge of their said Trust, agreed to grant and release the said Messuage, Lands, Hereditaments and Premises so conveyed to them and the Heirs in Trust as aforesaid, unto and to the Use of the said *J. G.* his Heirs and Assigns for ever, in such Manner as herein after is also mentioned: **Now this Indenture witnesseth**, that in Pursuance and Performance of the said recited Agreement, on the Part and Behalf of the said *W. G.* and *A. G.* to be done and performed, and also for and in Consideration of the Sum of 10*s.* a-piece of, &c. to them in Hand well and truly paid by the said *J. G.* at or before, &c. the Receipt, &c. and for divers, &c. they the said *W. G.* and *A. G.* (at the special Instance and Request of the said *J. G.* testified by his being a Party to, and Executing hereof,) **Have**, and each of them **hath** granted, released and confirmed, &c. unto the said *J. G.* (in his actual, &c.) the Premises and the Reversion, &c. and all the Estate, &c. of the two Trustees by Virtue of the said recited Indentures of Lease and Release, or otherwise howsoever, together with the same Indentures, and all other Deeds, &c. **Habendum** to and to the Use of the said *J. G.* his Heirs and Assigns, freed and absolutely released, exonerated, and for ever discharged of and from all and every the several Trusts, Provisoos, Conditions and Agreements in the said recited Indenture of Release mentioned, expressed and declared of and concerning the said Premises, and every Part thereof, and each of them the said *W. G.* and *A. G.* severally and apart for themselves, &c. (Trustees covenant that they have done no Act, and for further Assurance, and a Release from *J. G.* to them, to release and indemnify, &c.)

Recoveries.

A Præcipe for a Recovery with single Voucher.

Devonshire, **C**ommand *C. F.* that justly, &c. he render to *W. M. Esq.* four Messuages, four Gardens, two hundred Acres of Land, one hundred Acres of Meadow, three hundred Acres of Pasture, forty Acres of Wood, and three hundred Acres of Furze and Heath, with the Appurtenances, in *E.* which he claims, &c. **B**—Attorney.

The Tenant
in Person
vouches to
Warranty
Edmund Wilson.

A Præcipe for a Recovery with double Voucher.

Berkshire, **C**ommand *William Jackson*, Gent. that justly, &c. he render to *Thomas White*, Gent. two Messuages, fifty Acres of Land, eight Acres of Meadow, twenty-four Acres of Pasture, fourteen Acres of Willows, and Common of Pasture for all Manner of Cattle, with the Appurtenances, in *L.* and *O.* and also the Rectory of *O.* with the Appurtenances, and also all and all Manner of Tithes, Oblations, Obventions and Emoluments to the said Rectory belonging or appertaining, which he claims, &c. **B**—Attorney.

The Tenant
in Person
vouches to
Warranty
Roger Bla-
grave, Esq;
who in Person
vouches over
Edmund Wil-
son.

A Præcipe for a Recovery with treble Voucher.

The Tenant in Person voucheth to Warranty *Salop*, *Command Timothy Cradock*, Gent. that justly, &c. he render to *Gilbert Leighton*, Gent. the Manor of *A*. with the Appurtenances, and ten Messuages, ten Tofts, four Corn Windmills, ten Dove-houses, ten Gardens, five hundred and sixty Acres of Land, one hundred and fifty Acres of Meadow, one thousand three hundred and fifty Acres of Pasture, one hundred and fifty Acres of Wood, six hundred Acres of Furze and Heath, four hundred Acres of Moor, fifty Acres of Rush, forty Acres of Alder, thirty Acres of Broom, twenty Acres of Land covered with Water, free Fishery in the Water of *B*. Liberty of Foldage, free Warren, View of Frankpledge, and whatsoever belongs to the View of Frankpledge, with the Appurtenances, which he claims, &c.

Otho Hugber, Gent. who in Person voucheth *Edward Davies*, Gent. who also in Person voucheth over *Edmund Wilson*.

A Præcipe for a Recovery with a quadruple Voucher.

Tenant in Person vouches to Warranty *Middlesex*, *Command W. L.* that justly, &c. he render to *W. G.* and *R. H.* one Messuage, one Garden, forty Acres of Land, sixty Acres of Meadow, sixty Acres of Pasture, and thirty Acres of Wood, with the Appurtenances, in *S.* and Common of Pasture for all Manner of Cattle in *Enfield*, which they claim, &c.

Christopher Spooner, who in Person vouches *F. C.* who also in Person vouches *W. S.* who likewise in Person vouches *Edmund Wilson*.

A Præcipe for a Recovery with five Vouchers.

Tenant in Person vouches to Warranty *Worcestershire*, *Command Lewis Davys*, Gent. that justly, &c. he render to *Samuel Wilkes*, Gent. six Messuages, four Tofts, eight Gardens, three hundred Acres of Land, sixty Acres of Meadow, and four hundred Acres of Pasture, with the Appurtenances, in *D. W.* &c. as also four Salt-pits and sixteen Boileries of Salt-Water, with the Appurtenances, in the said Towns of *D. W.* &c. which he claims, &c.

Christopher Spooner, who in Person vouches *Bartholomew Jefferson*, who also in Person vouches *Theophilus Greenwood*, who likewise in Person vouches *Herbert Vincent*, who likewise in Person vouches over *Edmund Wilson*.

A Præcipe for a Recovery with six Vouchers.

Tenant in Person vouches to Warranty *Lincolnshire*, *Command Salathiel Carney*, Gent. that justly, &c. he render to *Jonathan Stubblebill*, Gent. the Manors of *G. L.* and *A.* with the Appurtenances, and the Scite of the Manor of *D.* with the Appurtenances, and also twenty Messuages, twelve Tofts, four Mills, twenty Dovehouses, thirty Gardens, two thousand Acres of Land, three hundred Acres of Meadow, one thousand and five hundred Acres of Pasture, one hundred and fifty Acres of Wood, two hundred Acres of Moor, two thousand Acres of Marsh, one hundred and fifty Acres of Land covered with Water, ten Pounds thirteen Shillings and Four-pence Rent, Common of Pasture for all and all Manner of Cattle, Common of Turbary, Common of Estovers, Pasture for one hundred Oxen and four hundred and fifty Sheep, free Fishery in the Water of *L.* free Warren, a Fair and Market, View of Frankpledge, Goods and Chattels of Felons and Fugitives, with the Appurtenances, in *G. L. A. C. F. R.* &c. and also the Rectories of *G. L. C.* and *R.* and the Prebend of the Church of *L.* with the Appurtenances, and also the Advowsons of the Vicarages of the Churches of *A.* and *F.* which he claims, &c.

Uriah Turberwil, Gent. who in Person vouches *Andrew Mitcham*, Gent. who also in Person vouches over *Coyrade Arpin*, Gent. who likewise in Person vouches over *Silvester Parsons*, Gent. who likewise in Person vouches over *Abraham Goring*, Gent. who also in Person further vouches over *Edmund Wilson*.

The Form of a Recovery suffered at Bar with single Voucher.

Devonshire, W. M. Esq; in his proper Person demandeth against *C. F.* four Messuages, four to wit. *Gardens, two hundred Acres of Land, one hundred Acres of Meadow, three hundred Acres of Pasture, forty Acres of Wood, and three hundred Acres of Furze and Heath, with the Appurtenances, in E. as his Right and Inheritance, and into which the same C. hath not Entry but after the Disseisin, which Hugh Hunt thereof unjustly and without Judgment hath made to the said W. within (a) thirty Years, &c. And whereupon he sayeth that he was seised of the Tenements aforesaid, with the Appurtenances, in his Demesne as of Fee and Right, in Time of Peace, in the Time of our Lord the King that now is, by taking the Profits thereof to the Value, &c. and into which, &c. and thereof he bringeth Suit, &c.*

And the aforesaid *C.* in his proper Person cometh and defendeth his Right, when, &c. and thereupon voucheth to Warranty † *Edmund Wilson*, who is present here in court in his proper Person, and freely warranteth to him the Tenements aforesaid, with the Appurtenances, &c. And hereupon the said *W.* demandeth against him the said *Edmund*, Tenant by his own Warranty, the Tenements aforesaid, with the Appurtenances, in Manner aforesaid, &c. And whereupon he saith, that he was seised of the Tenements aforesaid, with the Appurtenances, in his Demesne as of Fee and Right, (b) in Time of Peace, in the Time of our Lord the King that now is, by taking the Profits thereof to the Value, &c. and into which, &c. and thereof he bringeth Suit, &c.

And the aforesaid *Edmund* Tenant by his own Warranty defendeth his Right, when, &c. and saith, that the said *Hugh* did not disseise the said *W.* of the Tenements aforesaid, with the Appurtenances, as the said *W.* by his Writ and Declaration aforesaid above doth suppose; and of this be putteth himself upon the Country, &c.

And the said *W.* thereupon craveth Leave to imparl, and he hath it, &c. And afterwards the said *W.* cometh again here into Court in this same Term in his proper Person, and the said *Edmund*, although solemnly called, cometh not again, but departed in Contempt of the Court, and maketh Default: Therefore it is considered, that the said *W.* do recover his Seisin against the said *C.* of the Tenements aforesaid, with the Appurtenances, and that the said *C.* have of the Lands of the said *Edmund* to the Value, &c. and the said *Samuel* in Mercy, &c. And hereupon the aforesaid *W.* prays a Writ of the Lord the King, to be directed to the Sheriff of the County aforesaid, to cause full Seisin of the Tenements aforesaid, with the Appurtenances, to be delivered to him; and it is granted to him, returnable here on the *Octave of St. Hilary, &c. (c)* at which Day the aforesaid *W.* cometh here into Court in his proper Person, and the Sheriff, namely *F. W. Esq;* now returneth that he, by Virtue of the aforesaid Writ to him directed, (d) on the—Day of—last past, did cause full Seisin of the Tenements aforesaid, with the Appurtenances, to be delivered to the aforesaid *W.* as by the said Writ he was commanded, &c.

Writ of Entry returnable from the Day of St. Martin in 15 Days. The Ingrossment must be on a Roll of that Term wherein the Writ of Entry is returnable. N. B. Pursue the very Words of the Writ of Entry.

† The Common Vouchee.

The Entry of a Recovery with double Voucher.

Berkshire, Thomas White, Gent. in his proper Person demandeth against *William Jackson*, to wit. *Gent. two Messuages, two Tosts, one Fulling-Mill, two Dovehouses, two Gardens, one hundred Acres of Land, thirty Acres of Meadow, two hundred Acres of Pasture, five Acres of salt Marsh, twenty Acres of fresh Marsh, seventy Shillings Rent, and Common of Pasture for all Manner of Cattle, with the Appurtenances, in L. and O. and also the Advowson of the Parochial Church of O. as his Right and Inheritance, and into which the same William hath not Entry but after the Disseisin, which Hugh Hunt thereof unjustly and without Judgment hath made to the said Thomas within thirty Years, &c. And whereupon he saith, that he was seised of the Tenements, Rents and Common aforesaid, with the Appurtenances, in his Demesne as of Fee and Right, and of the Advowson aforesaid,*

(a) No Person or Persons shall sue, have or maintain any Action for any Manors, Lands, Tenements or other Hereditaments, of or upon his or their own Seisin or Possession therein, above thirty Years next before the Teste of the Original of the same Writ hereafter to be brought. Stat. 32 H. 8. c. 2. s. 3.

(b) In all real Actions the Explees, or Taking of the Profits, are laid *tempore pacis*; for if they were taken *tempore belli*, they are not accounted of in Law. 1 Inst. 249. b.

(c) When the Writ of Seisin is returnable *indilate*, you say, *Afterwards, that is to say, the—Day of—* [the last Day of the Term, unless Sunday] *in this same Term the said W. comes here, &c.*

(d) Any Day between the Teste and Return of the Writ of Seisin, by which a Man may be supposed to have rode from *Westminster* to the Place where the Land lies.

as of Fee and Right, in Time of Peace, in the Time of our Lord the King that now is, by taking the Profits thereof to the Value, &c. and into which, &c. and thereof he bringeth Suit, &c.

And the said *William* in his proper Person cometh and defendeth his Right, when, &c. and thereupon voucheth to Warranty *Roger Blagrave*, Esq; who is present here in Court in his proper Person, and freely warranteth to him the Tenements, Rent and Common afore- said, with the Appurtenances, and the Advowson afore- said, &c. And hereupon the said *Thomas* demandeth against the said *Roger* Tenant by his own Warranty, the Tenements, Rent and Common afore- said, with the Appurtenances and Advowson afore- said, in Manner afore- said, &c. And whereupon he saith, that he was seised of the Tenements, Rent and Common afore- said, with the Appurtenances, in his Demesne as of Fee and Right, and of the Advowson afore- said, as of Fee and Right, in Time of Peace, in the Time of our Lord the King that now is, by taking the Profits thereof to the Value, &c. and into which, &c. and thereof he bringeth Suit, &c.

And the said *Roger* Tenant by his own Warranty defends his Right, when, &c. And thereupon further voucheth to Warranty *Edmund Wilson*, who is present here in Court in his proper Person, and freely warranteth to him the Tenements, Rent and Common afore- said, with the Appurtenances, and the Advowson afore- said, &c. And hereupon the said *Thomas* demandeth against him the said *Edmund* Tenant by his own Warranty, the Tenements, Rent and Common afore- said, with the Appurtenances, and the Advowson afore- said, in Manner afore- said, &c. And whereupon he saith, that he was seised of the Tenements, Rent and Common afore- said, with the Appurtenances, in his Demesne as of Fee and Right, and of the Advowson afore- said, as of Fee and Right, in Time of Peace, in the Time of our Lord the King that now is, by taking the Profits thereof to the Value, &c. and into which, &c. thereupon he bringeth Suit, &c.

And the afore- said *Edmund* Tenant by his own Warranty defendeth his Right, when, &c. and saith, that the said *Hugh* did not disseise the said *Thomas* of the Tenements, Rent and Common afore- said, with the Appurtenances, and of the Advowson afore- said, as the said *Thomas* by the said Writ and Declaration above doth suppose; and of this he putteth himself upon the Country, &c.

And the said *Thomas* thereupon craveth Leave to imparl, and he hath it, &c. And after- wards the said *Thomas* cometh again here into Court in this same Term in his proper Person, and the said *Edmund*, altho' solemnly called, cometh not again, but departed in Contempt of the Court, and maketh Default: Therefore it is considered, that the said *Thomas* do recover his Seisin against the said *William* of the Tenements, Rent and Common afore- said, with the Appurtenances, and of the Advowson afore- said, and that the said *William* have of the Land of the afore- said *Roger* to the Value, &c. And that the said *Roger* have over of the Land of the said *Edmund* to the Value, &c. and the said *Edmund* in * Mercy, &c. And hereupon the said *Thomas* prays † a Writ of the Lord the King, to be directed to the Sheriff of the County afore- said, to cause full Seisin of the Tenements, Rent and Common afore- said, with the Appurtenances, and of the Advowson afore- said, to be delivered to him; and it is granted to him, returnable here from the Day of *St. Martin* in fifteen Days, &c. at which Day the said *Thomas* cometh here into Court in his proper Person, and the Sheriff, namely Sir *A. B.* Kn. now returneth that he, by Virtue of the afore- said Writ to him directed on the twenty- third Day of *November* last past, did cause full Seisin of the Tenements, Rent and Common afore- said, with the Appurtenances, and of the Advowson afore- said, to be delivered to the afore- said *Thomas*, as by the said Writ he was commanded, &c.

Nota; There are no Com- ma's or Points in any Records whatever, and therefore in the Entries of Recoveries you must not make any, if you would enter or exem- plify them in a Clerk like Manner.

The Entry of a Recovery with treble Voucher on the Roll, all the Parties appearing at Bar.

Salop, *Gilbert Leighton*, Gent. in his proper Person demandeth against *Timothy Cradock*, to wit. Gent. the Manor of *A.* with the Appurtenances, and ten Messuages, ten Tofis, four Corn Windmills, ten Dove-houses, ten Gardens, five hundred and sixty Acres of Land, one hundred and fifty Acres of Meadow, one thousand three hundred and fifty Acres of Pasture, one hundred and fifty Acres of Wood, six hundred Acres of Furze and Heath, four hundred Acres of Moor, fifty Acres of Rush, forty Acres of Alder, thirty Acres of Broom, twenty Acres of Land covered with Water, free Fishery in the Water of *B.* Liberty of Foldage, free Warren, View of Frankpledge, and whatsoever belongs to View of Frank-

* Mercy. This Word must be written in the Margin of the Roll.

† Or the Writ.

pledge,

pledge, with the Appurtenances, in *A. B. C.* and *D.* as his Right and Inheritance, and into which the same *Timothy* hath not Entry but after the Disseisin, which *Hugh Hunt* thereof unjustly and without Judgment hath made to the said *Gilbert* within thirty Years, &c. And whereupon he saith, that he was seised of the Manor, Tenements, free Fishery, Liberty of Foldage, free Warren, and View of Frankpledge, and whatsoever belongs to View of Frankpledge aforesaid, with the Appurtenances, in his Demesne as of Fee and Right, in Time of Peace, in the Time of our Lord the King that now is, by taking the Profits thereof to the Value, &c. and into which, &c. and thereof he bringeth Suit, &c.

And the said *Timothy* in his proper Person cometh and defendeth his Right, when, &c. and thereupon voucheth to Warranty *Otho Hughes*, Gent. who is present here in Court in his proper Person, and freely warranteth the aforesaid Manor, Tenements, free Fishery, Liberty of Foldage, free Warren, and View of Frankpledge, and whatever belongs to View of Frankpledge, with the Appurtenances, to the said *Timothy*, &c. And hereupon the said *Gilbert* demandeth against the aforesaid *Otho*, Tenant by his own Warranty, the aforesaid Manor, Tenements, free Fishery, Liberty of Foldage, free Warren, and View of Frankpledge, and whatever belongs to View of Frankpledge, with the Appurtenances, in Manner aforesaid, &c. And whereupon he saith, that he was seised of the aforesaid Manor, Tenements, free Fishery, Liberty of Foldage, free Warren, and View of Frankpledge, and whatever belongs to View of Frankpledge, with the Appurtenances, in his Demesne as of Fee and Right, in Time of Peace, in the Time of our Lord the King that now is, by taking the Profits thereof to the Value, &c. and into which, &c. and thereof he bringeth Suit, &c.

And the said *Otho*, Tenant by his own Warranty defendeth his Right, when, &c. And thereupon further voucheth to Warranty *Edward Davies*, Gent. who is present here in Court in his proper person, and freely warranteth the aforesaid Manor, Tenements, free Fishery, Liberty of Foldage, free Warren, and View of Frankpledge, and whatever belongs to View of Frankpledge, with the Appurtenances, to the said *Otho*, &c. And hereupon the said *Gilbert* demandeth against the said *Edward*, Tenant by his own Warranty, the aforesaid Manor, Tenements, free Fishery, Liberty of Foldage, free Warren, and View of Frankpledge, and whatever belongs to View of Frankpledge, with the Appurtenances, in Manner aforesaid, &c. And whereupon he saith, that he was seised of the aforesaid Manor, Tenements, free Fishery, Liberty of Foldage, free Warren, and View of Frankpledge, and whatever belongs to View of Frankpledge, with the Appurtenances, in his Demesne as of Fee and Right in Time of Peace, in the Time of our Lord the King that now is, by taking the Profits thereof to the Value, &c. and into which, &c. and thereof he bringeth Suit, &c.

And the said *Edward* Tenant by his own Warranty defendeth his Right, when, &c. And thereupon further voucheth over to Warranty *Edmund Wilson*, who is present here in Court in his proper Person, and freely warranteth the aforesaid Manor, Tenements, free Fishery, Liberty of Foldage, free Warren, and view of Frankpledge, and whatever belongs to View of Frankpledge, to the said *Edward*, &c. And hereupon the said *Gilbert* demandeth against the said *Edmund* Tenant by his own Warranty the aforesaid Manor, Tenements, free Fishery, Liberty of Foldage, free Warren, and View of Frankpledge, and whatever belongs to View of Frankpledge, with the Appurtenances, in Manner aforesaid, &c. And whereupon he saith, that he was seised of the aforesaid Manor, Tenements, free Fishery, Liberty of Foldage, free Warren, and View of Frankpledge, and whatever belongs to Frankpledge, with the Appurtenances, in his Demesne as of Fee and Right, in Time of Peace, in the Time of our Lord the King that now is, by taking the Profits thereof to the Value, &c. and into which, &c. and thereof he bringeth Suit, &c.

And the said *Samuel* Tenant by his own Warranty defendeth his Right, when, &c. and saith, that the said *Hugh*, did not disseise the said *Gilbert* of the said Manor, Tenements, free Fishery, Liberty of Foldage, free Warren, and View of Frankpledge, and whatever belongs to View of Frankpledge, with the Appurtenances, as the said *Gilbert* by his Writ and Declaration aforesaid above doth suppose; and of this he putteth himself upon the Country, &c.

And the said *Gilbert* thereupon craveth Leave to imparl; and he hath it, &c. And afterward the said *Gilbert* cometh again here into Court in this same Term in his proper Person, and the said *Edmund*, although solemnly called, cometh not again, but departeth in Contempt of the Court, and maketh Default: Therefore it is considered, that the said *Gilbert* do recover his Seisin against the said *Timothy* of the aforesaid Manor, Tenements, free Fishery, Liberty of Foldage, free Warren, and View of Frankpledge, and whatever belongs to the View of Frankpledge, with the Appurtenances, and that the said *Timothy* have of the Land of the said *Otho* to the Value, &c. And further, that the said *Otho* have of the Land of the aforesaid *Edward* to the Value, &c. And furthermore, that the said *Edward* have over of the Land of the aforesaid *Edmund* to the Value, &c. and the said *Edmund* in Mercy, &c. And hereupon the said *Gilbert* prays a Writ of the Lord the King, to be directed to the Sheriff of the County aforesaid, to cause full Seisin of the aforesaid Manor, Tenements, free Fishery,

Liberty of Foldage, free Warren, and View of Frankpledge, and whatever belongs to the View of Frankpledge, with the Appurtenances, to be delivered to him; and it is granted to him, returnable here from the Day of *St. Martin* in fifteen Days, &c. at which Day the said *Gilbert* cometh here into Court in his proper person, and the Sheriff, Namely Sir *S. T. Bart.* now returneth that he, by Virtue of the aforesaid Writ to him directed, on the twenty second Day of *November* last past, did cause full Seisin of the aforesaid Manor, Tenements, free Fishery, Liberty of Foldage, free Warren, and View of Frankpledge, and whatsoever belongs to the View of Frankpledge, with the Appurtenances, to be delivered to the aforesaid *Gilbert*, as by the said Writ he was commanded, &c.

The Entry of a Recovery with quadruple Vouchers, all the Parties appearing in Person at the Bar.

Middlesex, *W. G.* and *R. H.* in their proper Persons demand against *W. L.* one Messuage, to wit. *W.* one Garden, forty Acres of Land, sixty Acres of Meadow, sixty Acres of Pasture, and thirty Acres of Wood, with the Appurtenances, in *S.* and Common of Pasture for all Manner of Cattle in *Enfield*, as their Right and Inheritance, and into which the said *W. L.* hath not Entry but after the Disseisin, which *Hugh Hunt* thereof unjustly and without Judgment made to the aforesaid *W. G.* and *R. H.* within thirty Years, &c. And whereupon they say, that they were seised of the Tenements and Common aforesaid, with the Appurtenances, in their Demesne as of Fee and Right, in Time of Peace, in the Time of our Lord the King that now is, by taking the Profits thereof to the Value, &c. and into which, &c. and thereof they bring Suit, &c.

And the aforesaid *W. L.* in his proper Person cometh and defendeth his Right, when, &c. and thereupon voucheth to Warranty *J. C.* who is present here in Court in his proper Person, and freely warranteth to him the Tenements and common aforesaid, with the Appurtenances, &c. And hereupon the said *W. G.* and *R. H.* demand against the said *J. C.* Tenant by his own Warranty, the Tenements and Common aforesaid, with the Appurtenances, in Manner aforesaid, &c. And whereupon they say, that they were seised of the Tenements and Common aforesaid, with the Appurtenances, in their Demesne as of Fee and Right, in Time of Peace, in the Time of our Lord the King that now is, by taking the Profits thereof to the Value, &c. and into which, &c. and thereupon they bring Suit, &c.

And the aforesaid *J. C.* Tenant by his own Warranty defendeth his Right, when, &c. And thereupon further voucheth to Warranty *F. C.* who is also present here in Court in his proper Person, and freely warranteth to him the Tenements and Common aforesaid, with the Appurtenances, &c. And hereupon the aforesaid *W. G.* and *R. H.* demand against the said *F. C.* Tenant by his own Warranty, the Tenements and common aforesaid, with the Appurtenances, in Manner aforesaid, &c. And whereupon they say, that they were seised of the Tenements and Common aforesaid, with the Appurtenances, in their Demesne as of Fee and Right, in Time of Peace in the Time of our Lord the King that now is, by taking the Profits thereof to the Value, &c. and into which, &c. and thereupon they bring Suit, &c.

And the aforesaid *F. C.* Tenant by his own Warranty defendeth his Right, when, &c. And thereupon further voucheth over to Warranty *W. S.* who is also present here in Court in his proper Person, and freely warranteth to him the Tenements and Common aforesaid, with the Appurtenances, &c. And hereupon the aforesaid *W. G.* and *R. H.* demand against the said *W. S.* Tenant by his own Warranty, the Tenements and common aforesaid, with the Appurtenances, in Manner aforesaid, &c. And whereupon they say, that they were seised of the Tenements and Common aforesaid, with the Appurtenances, in their Demesne as of Fee and Right, in Time of Peace, in the Time of our Lord the King that now is, by taking the Profits thereof to the Value, &c. and into which, &c. and thereupon they bring Suit, &c.

And the aforesaid *W. S.* Tenant by his own Warranty defendeth his Right, when, &c. And thereupon further voucheth to warranty *Edmund Wilson*, who is also present here in Court in his proper Person, and freely warranteth to him the Tenements and Common aforesaid, with the Appurtenances, &c. And hereupon the aforesaid *W. G.* and *R. H.* demand against the said *Edmund* Tenant by his own Warranty, the Tenements and Common aforesaid, with the Appurtenances, in Manner aforesaid, &c. And whereupon they say, that they were seised of the Tenements and Common aforesaid, with the Appurtenances, in their Demesne as of Fee and Right, in Time of Peace, in the Time of our Lord the King that now is by taking the Profits thereof to the Value, &c. and into which, &c. and thereupon they bring Suit, &c.

And the aforesaid *Edmund* Tenant by his own Warranty defendeth his Right, when, &c. and faith, that the aforesaid *Hugh Hunt* did not disseise the aforesaid *W. G.* and *R. H.* of the Tenements and Common aforesaid, with the Appurtenances, as the said *W. G.* and *R. H.* by their Writ and Declaration above suppose; and of this he putteth himself upon the Country, &c.

And the aforesaid *W. G.* and *R. H.* thereupon crave Leave to imparl, and they have it, &c. And afterwards the said *W. G.* and *R. H.* come again here into Court in this same Term in their proper Persons, and the said *Edmund*, although solemnly * demanded, cometh not again, but departed in Contempt of the Court, and maketh Default: Therefore it is considered, that the aforesaid *W. G.* and *R. H.* do recover their Seisin against the said *W. L.* of the Tenements and Common aforesaid, with the Appurtenances; and that the said *W. L.* have of the Lands of the aforesaid *J. C.* to the Value, &c. and that the aforesaid *J. C.* have of the Land of the aforesaid *F. C.* to the Value, &c. and that the aforesaid *F. C.* have over of the Land of the aforesaid *W. S.* to the Value, &c. and that the said *W. S.* have over of the Land of the said *Edmund* to the Value, &c. and the said *Edmund* in Mercy, &c. And hereupon the aforesaid *W. G.* and *R. H.* pray the Writ of our Lord the King, to be directed to the Sheriff of the County aforesaid, to cause them to have full Seisin of the Tenements and Common aforesaid, with the Appurtenances; and it is granted to them, returnable here in fifteen Days from the Day of *St. Martin*, &c. at which Day the aforesaid *W. G.* and *R. H.* come here into Court in their proper Persons, and the Sheriff, to wit, *G. H. Esq;* and *J. L. Knt.* now returns that he, by Virtue of the aforesaid Writ to him directed, on the twelfth Day of *November* last past, † caused the aforesaid *W. G.* and *R. H.* to have full Seisin of the Tenements and Common aforesaid, with Appurtenances, as by the said Writ he was commanded, &c.

* Or called.

The two Persons named Sheriffs of London, are one Sheriff of Middlesex, so they are called Sheriff singularly.

The Entry of a Recovery with five Vouchers, the Parties in Person.

Worcestershire, *S. Amuel Wilkes*, Gent. in his Proper Person demandeth against *Lewis Davys*, Count against to wit, Gent. six Messuages, four Tofts, eight Gardens, three hundred Acres of Land, sixty Acres of Meadow, and four hundred Acres of Pasture, with the Appurtenances, in *D. W.* &c. as also four Salt-pits and sixteen Boileries of Salt Water, with the Appurtenances, in the said Towns of *D. W.* &c. as his Right and Inheritance, and into which the same *Lewis* hath not Entry but after the Disseisin, which *Hugh Hunt* thereof unjustly and without Judgment hath made to the said *Samuel* within thirty Years, &c. And whereupon he faith, that he was seised of the Tenements, Salt-pits and Boileries aforesaid, with the Appurtenances, in his Demesne as of fee and Right, in Time of Peace, in the Time of our Lord the King that now is, by taking the Profits thereof to the Value, &c. and into which, &c. and thereof he bringeth Suit, &c.

And the said *Lewis* in his proper Person cometh and defendeth his Right, when, &c. and thereupon voucheth to Warranty *Christopher Spooner*, who is present here in Court in his proper Person, and freely warranteth the Tenements, Salt-pits and Boileries aforesaid, with the Appurtenances, to the said *Lewis*, &c. And hereupon the said *Samuel* demanded against him the said *Christopher* Tenant by his own Warranty, the Tenements, Salt-pits and Boileries aforesaid, with the Appurtenances, in Manner aforesaid, &c. And whereupon he faith, that he was seised of the Tenements, Salt-pits and Boileries aforesaid, with the Appurtenances, in his Demesne as of Fee and Right, in Time of Peace, in the Time of our Lord the King that now is, by taking the Profits thereof to the Value, &c. and into which, &c. and thereof he bringeth Suit, &c.

Count against first Vouchee.

And the said *Christopher* Tenant by his own Warranty defendeth his Right, when, &c. And thereupon further voucheth to Warranty *Bartholomew Jefferson*, Gent. who is present here in Court in his proper Person, and freely warranteth the Tenements, Salt-pits and Boileries aforesaid, with the Appurtenances, to the said *Christopher*, &c. And hereupon the said *Samuel* demandeth against the said *Christopher* Tenant by his own Warranty, the Tenements, Salt-pits and Boileries aforesaid, with the Appurtenances, in Manner aforesaid, &c. And whereupon he says, that he was seised of the Tenements, Salt-pits and Boileries aforesaid, with the Appurtenances, in his Demesne as of Fee and Right, in Time of Peace, in the Time of our Lord the King that now is, by taking the Profits thereof to the Value, &c. and into which, &c. and thereof he bringeth Suit, &c.

Count against second Vouchee.

† Or, Caused full Seisin of the Tenements and Common aforesaid, with the Appurtenances, to be delivered to the said *W. G.* and *R. H.*

And

Count against
3 Vouchees. And the said *Bartholomew* Tenant by his own Warranty defendeth his Right, when, &c. And thereupon further voucheth to Warranty *Theophilus Gregory*, Gent. who is likewise present here in Court in his proper Person, and freely warranteth the Tenements, Salt-pits and Boileries aforefaid, with the Appurtenances, to the said *Bartholomew*, &c. And hereupon the said *Samuel* demandeth against the said *Theophilus* Tenant by his own Warranty, the Tenements, Salt-pits and Boileries aforefaid, with the Appurtenances, in Manner aforefaid, &c. And whereupon he says, that he was seised of the Tenements, Salt-Pits and Boileries aforefaid, with the Appurtenances, in his Demesne as of Fee and Right, in time of Peace, in the Time of our Lord the King that now is, by taking the Profits thereof to the Value, &c. and into which, &c. and thereof he bringeth Suit, &c.

Count against
4 Vouchees. And the said *Theophilus* Tenant by his own Warranty defendeth his Right, when, &c. And thereupon further voucheth to Warranty *Herbert Vincent*, Esq; who is likewise present here in Court in his proper Person, and freely warranteth the Tenements, Salt-pits and Boileries aforefaid, with the Appurtenances, to the said *Theophilus*, &c. And hereupon the said *Samuel* demandeth against the said *Herbert* Tenant by his own Warranty, the Tenements, Salt-pits and Boileries aforefaid, with the Appurtenances, in Manner aforefaid, &c. And whereupon he saith, that he was seised of the Tenements, Salt-pits and Boileries aforefaid, with the Appurtenances, in his Demesne as of Fee and Right, in Time of Peace, in the Time of our Lord the King that now is, by taking the Profits thereof to the Value, &c. and into which, &c. and thereof he bringeth Suit, &c.

Count against
Common
Vouchee. And the said *Herbert* Tenant by his own Warranty defendeth his Right, when, &c. And thereupon further voucheth to Warranty *Edmund Wilson*, who is likewise present here in Court in his proper Person, and freely warranteth the Tenements, Salt-pits, and Boileries aforefaid, with the Appurtenances, to the said *Herbert*, &c. And hereupon the said *Samuel* demandeth against the said *Edmund* Tenant by his own Warranty, the Tenements, Salt-pits and Boileries aforefaid, with the Appurtenances, in Manner aforefaid, &c. And whereupon he saith, that he was seised of the Tenements, Salt-pits and Boileries aforefaid, with the Appurtenances, in his Demesne as of Fee and Right, in Time of Peace, in the Time of our Lord the King that now is, by taking the Profits thereof to the Value, &c. and into which, &c. and thereof it bringeth Suit, &c.

And the aforefaid *Edmund* Tenant by his own Warranty defendeth his own Right, when, &c. and saith, that the aforefaid *Hugh* did not disseise the said *Samuel* of the Tenements, Salt-pits and Boileries aforefaid, with the Appurtenances, as the said *Samuel* by his Writ and Declaration aforefaid above doth suppose; and of this he putteth himself upon the Country, &c.

And the said *Samuel* thereupon craveth Leave to imparl, and he hath it, &c. And afterward the said *Samuel* cometh again here into Court in this same Term in his proper Person, and the said *Edmund*, altho' solemnly, called, cometh not again, but departed in Contempt of the Court, and maketh Default: Therefore it is considered, that the said *Samuel* do recover his Seisin against the said *Lewis* of the Tenements, Salt-pits and Boileries aforefaid, with the Appurtenances, and that the said *Lewis* have of the Land of the said *Christopher* to the Value, &c. And further, that the said *Christopher* have of the Land of the said *Bartholomew* to the Value, &c. And further, that the said *Bartholomew* have of the Land of the said *Theophilus* to the Value, &c. And further, that the said *Theophilus* have of the Lands of the said *Herbert* to the Value, &c. And furthermore, that the said *Herbert* have over of the Land of the aforefaid *Edmund* to the Value, &c. And the said *Edmund* in Mercy, &c. And hereupon the said *Samuel* craves a Writ of the Lord the King, to be directed to the Sheriff of the County aforefaid, to cause full Seisin of the Tenements, Salt-pits and Boileries aforefaid, with the Appurtenances, to be delivered to him; and it is granted to him, returnable here forthwith, &c. Afterward, that is to say, on the twenty-eighth Day of *November* in this same Term the said *Samuel* cometh here into Court in his proper Person, and the Sheriff, namely *J. W.* Esq; now returned that he, by Virtue of the aforefaid Writ to him directed, on the twenty-fourth Day of the same Month of *November* did cause full Seisin of the Tenements, Salt-pits and Boileries aforefaid, with the Appurtenances, to be delivered to the said *Samuel*, as by the said Writ he was commanded, &c.

Entry of a Recovery with six Vouchers, the Parties in Person.

Lincolnshire, *Jonathan Stubblehill*, Gent. in his proper Person demandeth against *Salathiel* to wit. *J. Carney*, Gent. the Manors of *G. L.* and *A.* with the Appurtenances, and the Scite of the Manor of *D.* with the Appurtenances, as also twenty Messuages, twelve Tofts, four Mills, twenty Dovehouses, thirty Gardens, two thousand Acres of Land, three hundred Acres of Meadow, one thousand and five hundred Acres of Pasture, one hundred and fifty Acres

Acres of Wood, two hundred Acres of Moor; two thousand Acres of Marsh, one hundred and fifty Acres of Land covered with Water, ten Pounds thirteen Shillings and Four-pence Rent, Common of Pasture for all and all Manner of Cattle, Common of Turbary, Common of Estovers, Pasture for one hundred Oxen and four hundred and fifty Sheep, free Fishery in the Water of *L.* a Fair and Market, View of Frankpledge, Goods and Chattels of Felons and Fugitives, with the Appurtenances, in *G. L. A. C. F.* and *R.* and also the Rectories of *G. L. C.* and *R.* and Prebend of the Church of *L.* with the Appurtenances, and also the Advowsons of the Vicarages of the Churches of *A.* and *F.* as his Right and Inheritance, and into which the same *Salathiel* hath not Entry but after the Disseisin, which *Hugh Hunt* thereof unjustly and without Judgment hath made to the said *Jonathan* within thirty Years, &c. And whereupon he saith, that he was seised of the Manors, Scite, Tenements, Rent, Commons, Pasture, free Fishery, Fair, Market, View of Frankpledge, Goods and Chattels of Felons and Fugitives, Rectories and Prebend aforesaid, with the Appurtenances, in his Demesne as of Fee and Right, and of the Advowsons aforesaid, as of Fee and Right, in Time of Peace, in the Time of our Lord the King that now is, by taking the Profits thereof to the Value, &c. and into which, &c. and thereof he bringeth Suit, &c.

And the said *Salathiel* in his proper Person cometh and defendeth his Right, when, &c. And thereupon voucheth to Warranty *Uriah Turbevil*, Gent. who is present here in Court in his proper Person, and freely warranteth the Manors, Scite, Tenements, Rent, Commons, Pasture, free Fishery, Fair, Market, View of Frankpledge, Goods and Chattels of Felons and Fugitives, Rectories and Prebend aforesaid, with the Appurtenances and Advowsons aforesaid, to the said *Salathiel*, &c. And hereupon the said *Jonathan* demandeth against the said *Uriah* Tenant by his own Warranty, the Manors, Scite, Tenements, Rent, Commons, Pasture, free Fishery, Fair, Market, View of Frankpledge, Goods and Chattels of Felons and Fugitives, Rectories and Prebend aforesaid, with the Appurtenances and Advowsons aforesaid, in Manner aforesaid, &c. And whereupon he saith, that he was seised of the Manors, Scite, Tenements, Rents, Commons, Pasture, free Fishery, Fair, Market, View of Frankpledge, Goods and Chattels of Felons and Fugitives, Rectories and Prebend aforesaid, with the Appurtenances, in his Demesne as of Fee and Right, and of the Advowsons aforesaid as of Fee and Right, in Time of Peace, in the Time of our Lord the King that now is, by taking the Profits thereof to the Value, &c. and into which, &c. and thereof he bringeth Suit, &c.

And the said *Uriah* Tenant by his own Warranty defendeth his Right, when, &c. And thereupon further voucheth to Warranty *Andrew Mitcham*, Gent. who is likewise present here in Court in his proper Person, and freely warranteth the Manors, Scite, Tenements, Rent, Commons, Pasture, free Fishery, Fair, Market, View of Frankpledge, Goods and Chattels of Felons and Fugitives, Rectories and Prebend aforesaid, with the Appurtenances and Advowsons aforesaid, to the said *Uriah*, &c. And hereupon the said *Jonathan* demandeth against the said *Andrew* Tenant by his own Warranty, the Manors, Scite, Tenements, Rent, Commons, Pasture, free Fishery, Fair, Market, View of Frankpledge, Goods and Chattels of Felons and Fugitives, Rectories and Prebend aforesaid, with the Appurtenances and Advowsons aforesaid, in Manner aforesaid, &c. And whereupon he saith, that he was seised of the Manors, Scite, Tenements, Rent, Commons, Pasture free Fishery, Fair, Market, View of Frankpledge, Goods and Chattels of Felons and Fugitives, Rectories and Prebend aforesaid, with the Appurtenances, in his Demesne as of Fee and Right, and of the Advowsons aforesaid as of Fee and Right, in Time of Peace, in the Time of our Lord the King that now is, by taking the Profits thereof to the Value, &c. and into which, &c. and thereof he bringeth Suit, &c.

And the said *Andrew* Tenant by his own Warranty defendeth his Right, when, &c. And thereupon further voucheth to Warranty *Conrade Arpin*, Gent. who is also present here in Court in his proper Person, and freely warranteth the Manors, Scite, Tenements, Rent, Commons, Pasture, free Fishery, Fair, Market, View of Frankpledge, Goods and Chattels of Felons and Fugitives, Rectories and Prebend aforesaid, with the Appurtenances and Advowsons aforesaid, to the said *Andrew*, &c. And hereupon the said *Jonathan* demandeth against the said *Conrade* Tenant by his own Warranty, the Manors, Scite, Tenements, Rent, Commons, Pasture, free Fishery, Fair, Market, View of Frankpledge, Goods and Chattels of Felons and Fugitives, Rectories and Prebend aforesaid, with the Appurtenances and Advowsons aforesaid, in Manner aforesaid, &c. And whereupon he saith, that he was seised of the Manors, Scite, Tenements, Rent, Commons, Pasture, free Fishery, Fair, Market, View of Frankpledge, Goods and Chattels of Felons and Fugitives, Rectories and Prebend aforesaid, with the Appurtenances, in his Demesne as of Fee and Right, and of the Advowsons aforesaid as of Fee and Right, in Time of Peace, in the Time of our Lord the King that

now is, by taking the Profits thereof to the Value, &c. and into which, &c. and thereof he bringeth Suit, &c.

And the said *Conrade* Tenant by his own Warranty defendeth his Right, when, &c. And thereupon further voucheth to Warranty *Silvester Parsons*, Gent. who is also present here in Court in his proper Person, and freely warranteth the Manors, Scite, Tenements, Rent, Commons, Pasture, free Fishery, Fair, Market, View of Frankpledge, Goods and Chattels of Felons and Fugitives, Rectories and Prebend aforesaid, with the Appurtenances and Advowsons aforesaid, to the said *Conrade*, &c. And hereupon the said *Jonathan* demandeth against the said *Silvester*, Tenant by his own Warranty, the Manors, Scite, Tenements, Rent, Commons, Pasture, free Fishery, Fair, Market, View of Frankpledge, Goods and Chattels of Felons and Fugitives, Rectories and Prebend aforesaid, with the Appurtenances and Advowsons aforesaid, in Manner aforesaid, &c. And whereupon he saith, that he was seised of the Manors, Scite, Tenements, Rent, Commons, Pasture, free Fishery, Fair, Market, View of Frankpledge, Goods and Chattels of Felons and Fugitives, Rectories and Prebend aforesaid, with the Appurtenances, in his Demesne as of Fee and Right, and of the Advowsons, aforesaid, as of Fee and Right, in Time of Peace, in the Time of our Lord the King that now is, by taking the Profits thereof to the Value, &c. and into which, &c. and thereof he bringeth Suit, &c.

And the said *Silvester* Tenant by his own Warranty defendeth his Right, when, &c. And thereupon further voucheth to Warranty *Abraham Goring*, Gent. who is also present here in Court in his proper Person, and freely warranteth the Manors, Scite, Tenements, Rent, Commons Pasture, free Fishery, Fair, Market, View of Frankpledge, Goods and Chattels of Felons and Fugitives, Rectories and Prebend aforesaid, with the Appurtenances and Advowsons aforesaid, to the said *Silvester*, &c. And hereupon the said *Jonathan* demandeth against the said *Abraham*, Tenant by his own Warranty, the Manors, Scite, Tenements, Rent, Commons, Pasture, free Fishery, Fair, Market, View of Frankpledge, Goods and Chattels of Felons and Fugitives, Rectories and Prebend aforesaid, with the Appurtenances and Advowsons aforesaid, in Manner aforesaid, &c. And whereupon he saith, that he was seised of the Manors, Scite, Tenements, Rent, Commons, Pasture, free Fishery, Fair, Market, View of Frankpledge, Goods and Chattels of Felons and Fugitives, Rectories and Prebend aforesaid, with the Appurtenances, in his Demesne as of Fee and Right, and of the Advowsons aforesaid, as of Fee and Right, in Time of Peace, in the Time of our Lord the King that now is, by taking the Profits thereof to the Value, &c. and into which, &c. and thereof he bringeth Suit, &c.

And the said *Abraham* Tenant by his own Warranty defendeth his Right, when, &c. And thereupon further voucheth to Warranty *Edmund Wilson*, who is also present here in Court in his proper Person, and freely warranteth the Manors, Scite, Tenements, Rent, Commons, Pasture, free Fishery, Fair, Market, View of Frankpledge, Goods and Chattels of Felons and Fugitives, Rectories and Prebend aforesaid, with the Appurtenances and Advowsons aforesaid, to the said *Abraham*, &c. And hereupon the said *Jonathan* demandeth against the said *Edmund* Tenant by his own Warranty, the Manors, Scite, Tenements, Rent, Commons, Pasture, free Fishery, Fair, Market, View of Frankpledge, Goods and Chattels of Felons and Fugitives, Rectories and Prebend aforesaid, with the Appurtenances and Advowsons aforesaid, in Manner aforesaid, &c. And whereupon he saith, that he was seised of the Manors, Scite, Tenements, Rent, Commons, Pasture, free Fishery, Fair, Market, View of Frankpledge, Goods and Chattels of Felons and Fugitives, Rectories and Prebend aforesaid, with the Appurtenances, in his Demesne as of Fee and Right, and of the Advowsons aforesaid, as of Fee and Right, in Time of Peace, in the Time of our Lord the King that now is, by taking the Profits thereof to the Value, &c. and into which, &c. and thereof he bringeth Suit, &c.

And the said *Edmund* Tenant by his own Warranty defendeth his Right, when, &c. and saith, that the said *Hugh* did not disseise the said *Jonathan* of the Manors, Scite, Tenements, Rent, Commons, Pasture, free Fishery, Fair, Market, View of Frankpledge, Goods and Chattels of Felons and Fugitives, Rectories and Prebend aforesaid, with the Appurtenances and of the Advowsons aforesaid, as the said *Jonathan* by his Writ and Declaration aforesaid above doth suppose; and of this he putteth himself upon the Country, &c.

And the said *Jonathan* thereupon craveth Leave to imparl; and he hath it, &c. And afterward the said *Jonathan* cometh again here into Court in this same Term in his proper Person, and the said *Edmund*, altho' solemnly called, cometh not again, but departed in Contempt of the Court, and maketh Default: Therefore it is considered, that the said *Jonathan* do recover his Seisin against the said *Salathiel* of the Manors, Scite, Tenements, Rent, Commons, Pasture, free Fishery, Fair, Market, View of Frankpledge, Goods and Chattels of Felons and Fugitives, Rectories and Prebend aforesaid, with the Appurtenances, and of the Advowsons aforesaid, and that the said *Salathiel* have of the Land of the said *Uriah* to the Value, &c. And further, that the said *Uriah* have of the Land of the said *Andrew* to the Value, &c. And further,

further, that the said *Andrew* have over of the Land of the said *Conrade* to the Value, &c. And further, that the said *Conrade* have over of the Land of the said *Silvester* to the Value, &c. And further, that the said *Silvester* have over of the Land of the said *Abraham* to the Value, &c. And furthermore, that the said *Abraham* have over of the Land of the said *Edmund* to the Value, &c. And the said *Edmund* in Mercy, &c. And hereupon the said *Jonathan* prays a Writ of the Lord the King, to be directed to the Sheriff of the County aforesaid, to cause full Seisin of the Manors, Scite, Tenements, Rent, Commons, Pasture, free Fishery, Fair, Market, View of Frankpledge, Goods and Chattels of Felons and Fugitives, Rectories and Prebend aforesaid, with the Appurtenances, and of the Advowsons aforesaid, to be delivered to him; and it is granted to him, returnable here forthwith, &c. Afterward, that is to say, on the 12th Day of *February* in this same Term the said *Jonathan* cometh here into Court in his proper Person, and the Sheriff, namely Sir *T. M. Knt.* now returneth that he by Virtue of the aforesaid Writ to him directed, on the 9th Day of the same Month of *February* last past, caused full Seisin of the Manors, Scite, Tenements, Rent, Commons, Pasture, free Fishery, Fair, Market, View of Frankpledge, Goods and Chattels of Felons and Fugitives, Rectories and Prebend aforesaid, with the Appurtenances, and of the Advowsons aforesaid, to be delivered to the aforesaid *Jonathan*, as by the said Writ he was commanded, &c.

The Exemplification of a Recovery where the Parties appear in Person at the Bar, and the Writ of Seisin is returned at the Time of the Teste of the Exemplification.

GEORGE the Second, by the Grace of God, of *Great Britain, France and Ireland* King Defender of the Faith, &c. To all to whom these our present Letters shall come, Greeting: Know ye, that among the Pleas of Land inrolled at *Westminster* before Sir *John Willes*, Knt. and his * Companions, our Justices of the Bench, † on the, &c. (*the Return of the Writ of Entry*) in the Term of ——— in the ——— Year of our Reign, upon the ——— Roll, (*the Number of the Roll or Rolls on which the Recovery is entered*) it is thus contained: *Kent*, to wit. *Marmaduke Stevenson*, Gent. in his proper Person demandeth against *Matthew Wilson*, Gent. the Honour of *A.* with the Appurtenances, &c. (*Go on with the Recovery, without leaving any Breaks at the End of the Counts, to the End of the Recovery, and then continue with the Conclusion of the Exemplification thus*): All and singular which Premises, at the Request of the said *Marmaduke*, we have caused to be exemplified, by the Tenor of these Presents. In Witness whereof we have caused our Seal, appointed to seal Writs in the Bench aforesaid, to be affixed to these Presents. Witness Sir *John Willes*, Knt. at *Westminster* the ——— Day of ——— in the ——— Year of our Reign.

The Exemplification of a Recovery.

Writ of Seisin.

GEORGE the Second, by the Grace of God, of *Great Britain, France and Ireland* King, Defender of the Faith, &c. To the Sheriff of *Yorkshire*, Greeting: Know ye, that *E. G. Esq;* in our Court before our Justices at *Westminster*, has recovered his Seisin against *C. B. Gent.* of one Messuage and twenty Acres of Land, with the Appurtenances, in *C.* by our Writ of Entry *Sur Disseisin in le Poſt*: And therefore we command you, that without delay you cause full Seisin of the Tenements aforesaid, with the Appurtenances, to be delivered to the said *E.* and in what Manner you shall have executed this our Precept, you make to appear to our Justices at *Westminster* on the *Octave of St. Hilary*, and have you there this Writ. Witness Sir *John Willes*, Knt. at *Westminster* the twenty-eighth Day of *November* in the fourteenth Year of our Reign.

Cook,

The

* *Sociis*: some translate it *Associates* or *Brethren*, but *Companions* seems the best Word.

† When the Recovery is suffered at Bar, insert the Return of the Writ of Entry.

The Return of the Writ of Seisin.

BY Virtue of this Writ to me directed * on the sixth Day of *December* in the Year within written, I caused full Seisin of the Tenements within specified, with the Appurtenances, to be delivered to the within named *E.* as I am within commanded.

Sir L. P. Bart. Sberiff.

Entry of Recovery on the Remembrance Roll.

The Tenant in Person voucheth Edmund Wilson. *Devonshire,* Command *C. F.* that justly, &c. he render to *W. M. Esq;* four Messuages, four Gardens, two hundred Acres of Land, one hundred Acres of Meadow, three hundred Acres of Pasture, forty Acres of Wood, and three hundred Acres of Furze and Heath, with the Appurtenances, in *E.* which he claimeth, &c. [*Now in a small Hand*] Writ of Entry returnable on the *Octave* of *St. Hilary.* Witnessed the sixth Day of *January.* Pledges of Prosecuting, *John Doe,* and *Richard Roe.* Summoners, *John Denn* and *Richard Fenn.* *A. G. Esq; Sberiff.*

Entry on the Docket Roll.

Entry in le Post, 2 Vouch. in Person.

Bedfordshire, Darire, in Person, } Roll 26.
Pyne, Gentleman, in Person.

Præcipe for a Dedimus Potestatem to take the Warrant of Attorney for the Tenant.

Præcipe for Dedimus Potestatem to take the Warrant of Attorney for a Tenant. *Kent,* Command *William Spencer,* Gent. that justly, &c. he render to *Thomas Spencer,* Gent. two Messuages, one Dovehouse, three Gardens, seventy Acres of Land, ten Acres of Meadow, and ten Acres of Pasture, with the Appurtenances, in the Parishes of *Hembill, Boston under the Blean, Feversham,* and *St. Paul,* which he claims, &c.

Dedimus directed to { *Sir William Man, Knt.*
Sir Edw. Masters, Knt.
George Bingham,
Robert Beake,
John Jacob,
Thomas Marsh, } Gent.

The Return of the Dedimus.

The Execution of this Commission appears in a certain Schedule hereunto annexed.

G. H.
J. K.

The Præcipe and Warrant of Attorney taken in pursuance thereof.

Præc. *Kent,* Command *W. S. Gent.* that he justly and without Delay render to *T. S. Gent.* two Messuages, &c. as in the *Dedimus,* which he claimeth, &c.

Warrant of Attorney. *Kent,* *W. S. Gent.* puts in his Stead *E. F.* and *G. H.* his Attornies jointly and severally to wit. against *T. S. Gent.* to gain or lose in a Plea of Land.

Taken and acknowledged the Day
of in the 32 Year of, &c.

N. B. It is usual to make two Attornies, that if one dies the other may proceed.

Entry

* Any Day, not being Sunday, after the Teste of the Writ, so as a Man might be reasonably supposed to have been capable of riding from *Westminster* to the Place where the Land lay, and back again, within that Time; for which Purpose ten Days is a reasonable Time, if the Lands lay in the furthest Part of *England.*

Entry of Mittimus and Transcript and Recovery by single Voucher, where the Tenant appears by Attorney, on a Warrant acknowledged before Commissioners by Dedimus Potestatem.

OUR Lord the King sent to his Justices of the Bench here his Writ of *Mittimus* closed, together with the Tenor of a certain Writ of our Lord the King of *Dedimus Potestatem*, for receiving a Warrant of Attorney, and the Return of the same Writ, as also the Warrant of Attorney thereupon received in these Words: * *George the Second, by the Grace of God, of Great Britain, France and Ireland King, Defender of the Faith, &c.* To his Justices of the bench, Greeting: The Tenors of our certain Writ of *Dedimus Potestatem*, directed to our trusty and well beloved Sir *William Man*, Knt. and to our beloved *George Bingham* and *Robert Beake*, Gentlemen, for and concerning the receiving such Attorney or Attornies, jointly or severally, as *William Spencer* Gent. would put or constitute in his Stead before the said Sir *William*, *George* and *Robert*, or two of them, to gain or lose against *Thomas Spencer*, Gent. in a Plea of Land upon our Writ of Entry upon Disseisin *in le Post*, depending before you, between the aforesaid *Thomas Spencer* and *William Spencer*, of two Messuages, one Dovehouse, three Gardens, sixty Acres of Land, ten Acres of Meadow, and ten Acres of Pasture, with the Appurtenances, in the Parishes of *Hembill*, *Boston under the Bleane*, *Feversham*, and *St. Paul*, in the County of *Kent*, and the Return of our said Writ of *Dedimus Potestatem*, and also the Warrants of Attorney in that Behalf received, sent into our Chancery and remaining on the Files of the same Chancery, we send to you inclosed in these Presents, commanding you, that the Tenors aforesaid being inspected, you cause further to be done therein, at the Prosecution of the said *Thomas Spencer*, what of Right and according to the Law and Custom of *England* shall be meet to be done. Witness Ourself at *Westminster* the Eleventh Day of *May* in the Twelfth Year of our Reign. Putland. *George the Second, by the Grace of God, of Great Britain, France, and Ireland King, Defender of the Faith, &c.* To his trusty and well-beloved Sir *William Man*, Knt. and to his beloved *George Bingham* and *Robert Beake*, Gentlemen, Greeting: Whereas our Writ of Entry upon Disseisin *in le Post* dependeth before our Justices of the Bench, between *Thomas Spencer*, Gent. and *William Spencer* Gent. of two Messuages, one Dovehouse, three Gardens, sixty Acres of Land, ten Acres of Meadow, and ten Acres of Pasture, with the Appurtenances, in the Parishes of *Hembill*, *Boston under the Bleane*, *Feversham*, and *St. Paul*, in the County of *Kent*; and the said *William Spencer* being, as we are informed, so infirm that he is not able, without great Danger of his Body, to travel to *Westminster* at the Day in the said Writ contained, to do and Act those Things which then and there would be expedient to be done in the same: We tendering the State of the said *William* in this Behalf, have given to you, or two of you, Power and Authority of receiving such Attorney or Attornies, jointly or severally, as the said *William* will put or constitute in his stead before you, or two of you, to gain or lose in the said Plea before our said Justices: And therefore we command you, or two of you, that going in Person to the said *William*, if he be not able conveniently to come to you, you receive his Attorney or Attornies jointly or severally in Form aforesaid; and when you shall have received the said Attorney or Attornies, you distinctly and plainly without delay, certify us in our Chancery of the Name or Names of such Attorney or Attornies, under your Seals, or the Seals of two of you, sending back to us this Writ. Witness Ourself at *Westminster* the third Day of *May* in the twelfth Year of our Reign. Putland. By the Lord Chancellor of *Great Britain*, at the Instance of the Demandant. *Lawrence Carter*. The Execution of this Writ appears in a Schedule hereunto annexed. *William Mann*, *Robert Beake*. Received 6 s. 8 d. *S. Hetherington*. *Kent*, to wit, *William Spencer*, Gent. puts in his Place *Richard Huggins* and *John Gleane* his Attornies, jointly and severally, against *Thomas Spencer*, Gent. to gain or lose in a Plea of Land. *William Spencer*. Taken and acknowledged the seventh Day of *May* in the twelfth Year of the Reign of King *George the Second*, at the City of *Canterbury*, before us *William Man*, *Robert Beake*.

[Now in a large Hand.]

Kent, to wit. *Thomas Spencer*, Gent. in his proper Person demandeth against *William Spencer*, Gent. two Messuages, one Dovehouse, three Gardens, sixty Acres of Land, ten Acres of Meadow, and ten Acres of Pasture, with the Appurtenances, in the Parishes of *Hembill*, *Boston under the Bleane*, *Feversham*, and *St. Paul*, as his Right and Inheritance, and into which the said *William* has not Entry but after the Disseisin, which *Hugh Hunt* thereupon unjustly and without Judgment made to the said *Thomas* within thirty Years, &c. And whereupon he saith, that he was seised of the Tenements aforesaid, with the Appurtenances, in his Demesne as of Fee and Right, in Time of Peace, in the Time of our Lord the King that now

Recovery with single Voucher, when the Tenant appeared by Attorney, on a Warrant taken by Dedimus Potestatem. * Enter the Mittimus and Transcript verbatim in a small Hand.

is, by taking the Profits thereof to the Value, &c. and into which, &c. and thereupon he bringeth Suit, &c.

And the aforesaid *William* by *Richard Huggins* his Attorney cometh and defendeth his Right, when, &c. And thereupon voucheth to Warranty *Edmund Wilson*, who is present here in Court in his proper Person, and freely warranteth to him the Tenements aforesaid, with the Appurtenances, &c. And hereupon the aforesaid *Thomas* demandeth against the said *Edmund* Tenant by his own Warranty, the Tenements aforesaid, with the Appurtenances, in Manner aforesaid, &c. And whereupon he saith, that he was seised of the Tenements aforesaid, with the Appurtenances, in his Demesne as of Fee and Right, in Time of Peace, in the Time of our Lord the King that now is, by taking the Profits thereof to the Value, &c. and into which, &c. and thereupon he bringeth Suit, &c.

And the aforesaid *Edmund* Tenant by his own Warranty defendeth his Right, when, &c. and says, that the aforesaid *Hugh* did not disseise the said *Thomas* of the Tenements aforesaid, with the Appurtenances, as the said *Thomas* by his Writ and Declaration aforesaid above doth suppose; and of this he putteth himself upon the Country, &c.

And the aforesaid *Thomas* thereupon craveth Leave to imparl, and he hath it, &c. And afterward the said *Thomas* cometh again here into Court in this same Term in his proper Person, and the aforesaid *Edmund*, although solemnly called, cometh not again, but departed in Contempt of the Court, and maketh Default: Therefore it is considered that the aforesaid, *Thomas* do recover his Seisin against the said *William* of the Tenements aforesaid, with the Appurtenances, and that the said *William* have of the Land of the aforesaid *Edmund* to the Value, &c. And the said *Edmund* in Mercy, &c. And hereupon the aforesaid *Thomas* craves the Writ of our Lord the King, to be directed to the Sheriff of the County aforesaid, to cause him to have full Seisin of the Tenements aforesaid, with the Appurtenances; and it is granted to him, returnable here without delay, &c. Afterwards, to wit, on the — Day of — in this same Term, the aforesaid *Thomas* cometh here into Court in his proper Person, and the Sheriff, to wit, Sir *W. L. Knt.* now returneth that he, by Virtue of the said Writ to him directed, on the — Day of — last past, caused the aforesaid *Thomas* to have full Seisin of the Tenements aforesaid, with the Appurtenances, as by the said Writ he was commanded, &c.

Præcipe and Warrants of Attorney for Tenant and Vouchee.

Præcipe.

Dorsetshire, Command *A. B.* that justly, &c. he render to *C. D.* three Messuages, and twenty to wit. Acres of Land, with the Appurtenances, in *E.* which he claims, &c.

Tenant's Warrant of Attorney.

Dorsetshire, *A. B.* putteth in his Place *E. F.* and *G. H.* his Attornies jointly and severally to wit. against *C. D.* of a Plea of Land, &c.

Vouchee's Warrant of Attorney.

Dorsetshire, *J. K.* whom *A. B.* voucheth to Warranty putteth in his Place *L. M.* and *N. O.* to wit. his Attornies jointly and severally against *C. D.* of a Plea of Land, &c.

Taken and acknowledged the — Day of — in the — Year of the Reign of King George the Second, before

Præcipe for a Dedimus to take the Warrant of Attorney of the Vouchee only.

Præcipe for a Dedimus.

Northumberland, Command *A. E.* that justly, &c. he render to *J. C.* two Messuages, two to wit. Gardens, two Acres of Land, two Acres of Meadow, and two Acres of Pasture with the Appurtenances, in *S.* and also the Moiety of one Messuage, two Gardens, twenty Acres of Land, thirty Acres of Meadow, twenty Acres of Pasture, and fifty Acres of Furze and Heath, with the Appurtenances, in *T.* which he claims, &c.

Dedimus Poteſt.
for *G. P.* whom
A. E. vouches to
Warranty,

} directed to {
Sir *L. M.* Knt.
N. O.
R. P.
S. T.
R. S. } Gent.

The Præcipe and Warrant of Attorney.

Northumberland, **C**ommand *A. E.* that justly, &c. he render to *J. C.* two Messuages, two Præcipe to wit. Gardens, two Acres of Land, two Acres of Meadow, and two Acres of Pasture, with the Appurtenances, in *S.* and also the Moiety of one Messuage, two Gardens, twenty Acres of Land, thirty Acres of Meadow, twenty Acres of Pasture, and fifty Acres of Furze and Heath, with the Appurtenances, in *T.* which he claims, &c.

Northumberland, **G.** *P.* whom the said *A. E.* vouches to Warranty, puts in his Place — Warrant of to wit. and — his Attornies jointly and severally against *J. C.* to gain or Attorney. lose in a Plea of Land, &c.

Taken and acknowledged, &c.

The Entry of a Recovery with double Voucher, where the Tenant and Vouchee appear by Attorney.

Entry of Count against Tenant, and Award of Summons against Vouchee.

Dorsetshire, **C.** *D.* in his proper Person demandeth against *A. B.* three Messuages, and twenty Acres of Land, with the Appurtenances, in *E.* as his Right and Inheritance, and into which the said *A. B.* has not Entry but after the Disseisin, which *Hugh Hunt* thereof unjustly and without Judgment made to the said *C.* within thirty Years, &c. And whereupon he says, that he was seised of the Tenements aforesaid, with the appurtenances, in his Demesne as of Fee and Right, in Time of Peace, in the Time of our Lord the King that now is, by taking the Profits thereof to the Value, &c. and into which, &c. and thereupon he bringeth Suit, &c.

And the aforesaid *A.* by *E. F.* his Attorney cometh and defendeth his Right, when, &c. And thereupon voucheth to Warranty *J. K.* summoned in the County aforesaid; let him have him here on the *Ostave* of *St. Martin*, by the Aid of the Court, &c. The same Day is given to the Parties aforesaid here, &c.

Recovery with double Voucher, where Tenant and Vouchee appear by Attornies, on Warrant acknowledged before a Judge. The first Entry or Summons-Roll.

The second Entry.

Dorsetshire, **C.** *D.* in his proper Person demandeth against *A. B.* three Messuages, and twenty Acres of Land, with the Appurtenances, in *E.* as his Right and Inheritance, and into which the said *A. B.* has not Entry but after the Disseisin, which *Hugh Hunt* thereof unjustly and without Judgment made to the said *C.* within thirty Years, &c.

And the aforesaid *A.* by *E. F.* his Attorney cometh and has heretofore vouched thereupon to Warranty *J. K.* who now by Summons made to him in the County aforesaid, also cometh by *L. M.* his Attorney, and freely warranteth to him the Tenements aforesaid, with the Appurtenances, &c. And hereupon the aforesaid *A.* demandeth against the said *J.* Tenant by his own Warranty, the Tenements aforesaid, with the Appurtenances, in Manner aforesaid, &c. And whereupon he says, that he was seised of the Tenements aforesaid, with the Appurtenances, in his Demesne as of Fee and Right, in Time of Peace, in the Time of our Lord the King that now is, by taking the Profits thereof to the Value, &c. and into which, &c. and thereupon he bringeth Suit, &c.

And the aforesaid *J.* Tenant by his own Warranty defendeth his Right, when, &c. And thereupon further voucheth to Warranty *Edmund Wilson*, who is present here in Court in his proper Person, and freely warranteth to him the Tenements aforesaid, with the Appurtenances, &c. And hereupon the aforesaid *C.* demandeth against the said *Edmund* Tenant by his own Warranty, the Tenements aforesaid, with the Appurtenances, in Manner aforesaid, &c. And whereupon he says, that he was seised of the Tenements aforesaid, with the Appurtenances, in his Demesne as of Fee and Right, in Time of Peace, in the Time of our Lord the King that now is, by taking the Profits thereof to the Value, &c. and into which, &c. and thereupon he bringeth Suit, &c.

And the aforesaid *Edmund* Tenant by his own Warranty defendeth his Right, when, &c. and saith, that the aforesaid *Hugh* did not disseise the said *C.* of the Tenements aforesaid, with the Appurtenances, as the said *C.* by his Writ and Declaration aforesaid above doth suppose; and of this he putteth himself upon the Country, &c.

The second Entry.

* Or forth-
with.

And the aforesaid C. therupon craveth Leave to imparl; and he hath it, &c. And afterwards the said C. cometh again here into Court in this said Term in his proper Person, and the aforesaid Edmund, although solemnly called, cometh not again, but departed in Contempt of the Court, and maketh Default: Therefore it is considered, that the aforesaid C. do recover his Seisin against the said A. of the Tenements aforesaid, with the Appurtenances, and that the said A. have of the Land of the aforesaid J. to the Value, &c. And that the said J. have over of the Land of the said Edmund to the Value, &c. And the said Edmund in Mercy, &c. And hereupon the aforesaid C. prays the Writ of the Lord the King, to be directed to the Sheriff of the County aforesaid, to cause full Seisin of the Tenements aforesaid with the Appurtenances, to be delivered to him; and it is granted to him, returnable here* without Delay, &c. Afterwards, to wit, on the twenty-eighth Day of November in this same Term, the aforesaid C. cometh here into Court in his proper Person, and the Sheriff, namely, A. L. Esq; now returneth that he by Virtue of the said Writ to him directed, on the twenty-fifth Day of November last past, caused full Seisin of the Tenements aforesaid, with the Appurtenances, to be delivered to the said C. as by the said Writ he was commanded, &c.

Writ of Summons.

GEORGE the Second, &c. To the Sheriff of Dorsetshire, Greeting: Summon by good Summoners J. K. that he be before our Justices at Westminster on the Morrow of the Ascension of our Lord, to warrant to A. B. three Messuages, &c. as in the Writ of Entry, which C. D. in our Court before our Justices at Westminster claims as his Right and Inheritance against the said A. B. by our Writ of Entry upon disseisin in le post; and whereupon the said A. B. in our said Court hath vouched the aforesaid J. K. to be Summoned in your County to warrant against the said C. and have you there the Summoners and this Writ. Witness Sir John Willes, Knt.

Recovery
with double
Voucher; the
Tenant ap-
pears by At-
torney on a
Warrant ac-
knowledge
before a
Judge, and
the Vouchee
by Attorney
on a Warrant
taken by De-
dimus Pote-
statem.
The first En-
try or Sum-
mons Roll.

Entry of a Recovery with double Voucher, where the Tenant appears by Attorney on a Warrant acknowledged before a Judge, and the Vouchee by Attorney on a Warrant taken by Dedimus Potestatem.

Northumberland, J. C. in his proper Person demandeth against A. E. two Messuages, two to wit. J. Gardens, two Acres of Land, two Acres of Meadow, and two Acres of Pasture, with the Appurtenances, in S. and also the Moiety of one Messuage, of two Gardens, of twenty Acres of Land, of thirty Acres of Meadow, of twenty Acres of Pasture and of fifty Acres of Furze and Heath, with the Appurtenances, in T. as his Right and Inheritance, and into which the said A. has not Entry but after the Disseisin, which Hugh Hunt thereof unjustly and without Judgment made to the aforesaid J. within thirty Years &c. And whereupon he says, that he was seised of the Tenements and Moiety aforesaid, with the Appurtenances, in his demesne as of Fee and Right, in Time of Peace, in the Time of our Lord the King that now is, by taking the Profits thereof to the Value, &c. and into which, &c. and thereupon he bringeth Suit, &c.

And the aforesaid A. by F. G. his Attorney cometh and defendeth his Right, when, &c. And thereupon voucheth to Warranty G. P. summoned in the County aforesaid; let him have him here on the Morrow of the Ascension of our Lord, by the Aid of the Court, &c. The same Day is given to the Parties aforesaid here, &c.

Then on another Roll enter the Mittimus and Transcript (in a small Hand) verbatim thus:

The second
Entry.

OUR Lord the King hath sent to his Justices of the Bench here his Writ of Mittimus closed, together with the Tenor of a certain Writ of our said Lord the King of Dedimus Potestatem, for receiving of a Warrant of Attorney and the return of the same Writ, and also the Warrant of Attorney thereupon received, in these Words: George the Second, by the grace of God, of Great Britain, France and Ireland King, Defender of the Faith, &c. To his Justices of the Bench, Greeting: The Tenors of our certain Writ of Dedimus Potestatem, directed to our Trusty and well-beloved Sir L. M. Knt. and to our beloved S. T. and R. S. Gent. for and concerning the receiving such Attorney or Attornies jointly or severally, as G. P. would put or constitute in their Stead before the said Sir L. S. and R. or two of them, to gain or lose against J. C. in a Plea of Land upon our Writ of Entry upon Disseisin in le post, depending before you between the said J. and A. E. of two Messuages, two Gardens, two Acres of Land, two Acres of Meadow, and two Acres of Pasture, with the appurtenances, in S. and also the Moiety of one Messuage, two Gardens, twenty Acres of

of Land, thirty Acres of Meadow, twenty Acres of Pasture, and of fifty Acres of Furze and Heath, with the Appurtenances, in T. in the County of *Northumberland*, which said A. hath vouched the said G. to warrant to him the said Tenements and Moiety aforesaid, with the Appurtenances, and the Return of our said Writ of *Dedimus Potestatem*, and also the Warrant of Attorney in that Behalf received, sent into our Chancery, and remaining on the Files of the same Chancery, we send to you inclosed in these Presents, commanding you that the Tenors aforesaid being inspected, you cause further to be done therein, at the Prosecution of the said *Edward*, what of Right and according to the Law and Custom of *England* shall be meet to be done. Witness Ourselves at *Westminster* the — Day of — in the — Year of our Reign. King. *George* the Second, by the Grace of God, of *Great Britain, France and Ireland* King, Defender of the Faith, &c. To his Trusty and well-beloved Sir L. M. Knt. and to his beloved S. T. and R. S. Gentlemen, Greeting: Whereas our Writ of Entry upon *Disseisin in le post* dependeth before our Justices of the Bench, between J. C. and O. E. of two Messuages, two Gardens, two Acres of Land, two Acres of Meadow, and two Acres of Pasture, with the Appurtenances in S. and also of the Moiety of one Messuage, two Gardens, twenty Acres of Land, thirty Acres of Meadow, twenty Acres of Pasture, and of fifty Acres of Furze and Heath, with the Appurtenances, in T. in the County of *Northumberland*, and the said A. appearing in our full Court before our said Justices, hath vouched G. P. to warrant to him the said Tenements and Moiety aforesaid, with the Appurtenances: Whereupon our Writ of Summons to Warranty hath issued forth against the said G. returnable before our said Justices from on the Morrow of the Ascension of our Lord; and the said G. being, as we are informed, so infirm that he is not able, without great Danger of his Body, to travel to *Westminster* by the Day in our said Writ of Summons to Warranty contained, to do and act those Things which then and there would be expedient to be done in the same: We tendering the State of the said G. in this Behalf, have given you, or two of you, Power and Authority of receiving such Attorney or Attornies jointly or severally, as the said G. will put or constitute in his Stead, before you, or two of you to gain or lose in the said Plea before our said Justices: And therefore we command you or two of you, that going in Person to the said G. if he be not able conveniently to come to you, you receive his Attorney or Attornies jointly or severally in form aforesaid; and when you shall have received the said Attorney or Attornies, you distinctly and plainly without Delay certify us in our Chancery of the Name or Names of such Attorney or Attornies, under your Seals, or the Seals of two of you, sending back to us this Writ. Witness Ourselves at *Westminster* the — Day of — in the — Year of our Reign. King. By the Lord High Chancellor of *Great Britain*, at the Instance of the Demandant, H. C. E. *Probyn*. The Execution of this Writ appears in a Schedule annexed, Received 6 s. 8 d. S. *Hetherington*. *Northumberland*, to wit, G. P. whom the said A. E. voucheth to Warranty, putting in his Place — and — to gain or lose in a Plea of Land. G. P. Taken and acknowledged the — Day of — in the Year of our Lord — before us S. T. R. S.

[Then at the distance of an Inch on the same Roll go on thus in a Large Hand.]

Elsewhere, as it appears in this same Term on the — Roll, it is thus contained: *Northumberland*, to wit, J. C. in his proper Person demandeth against A. E. two Messuages, two Gardens, two Acres of Land, two Acres of Meadow, and two Acres of Pasture, with the Appurtenances, in S. and also the Moiety of one Messuage, two Gardens, twenty Acres of Land, thirty Acres of Meadow, twenty Acres of Pasture, and fifty Acres of Furze and Heath with the Appurtenances, in F. as his Right and Inheritance, and into which the said A. hath not Entry but after the *Disseisin*, which *Hugh Hunt* thereof unjustly and without Judgment made to the aforesaid J. within thirty Years, &c. And whereupon he says, that he was seised of the Tenements and Moiety aforesaid, with the Appurtenances, in his Demesne as of Fee and Right in Time of Peace, in the Time of our Lord the King that now is, by taking the Profits thereof to the Value, &c. and into which, &c. and thereupon he bringeth Suit, &c. And the aforesaid A. by F. G. his Attorney cometh and defendeth his Right, when, &c. And thereupon vouched to Warranty G. P. summoned in the County aforesaid; let him have him here on the Morrow of the Ascension of our Lord, by the Aid of the Court, &c. The same Day is given to the Parties aforesaid here, &c. And now at this Day, to wit, on the Morrow of the Ascension of our Lord, here cometh as well the said J. in his proper Person, as the said A. by the said F. G. his Attorney; and the said G. being summoned, &c. likewise cometh by R. G. his Attorney, and freely warranteth to the said A. the Tenements and Moiety aforesaid, with the Appurtenances, &c. And hereupon the said J. demandeth against the said G. Tenant by his own Warranty, the Tenements and Moiety aforesaid, with the Appurtenances, in Manner aforesaid, &c. And whereupon he

says, that he was seised of the Tenements, and Moiety aforesaid, with the Appurtenances, in his Demesne as of Fee and Right, in Time of Peace, in the Time of our Lord the King that now is, by taking the Profits thereof to the Value, &c. and into which, &c. and thereupon he bringeth Suit, &c.

And the aforesaid G. Tenant by his own Warranty defendeth his Right, when, &c. And thereupon further voucheth to Warranty *Edmund Wilson*, who is present here in Court in his proper Person, and freely warranteth to him the Tenements, and Moiety aforesaid, with the Appurtenances, &c. And hereupon the said J. demandeth against the said *Edmund* Tenant by his own Warranty the Tenements and Moiety aforesaid, with the Appurtenances, in Manner aforesaid, &c. And whereupon he says, that he was seised of the Tenements and Moiety aforesaid, with the Appurtenances, in his Demesne as of Fee and Right, in Time of Peace, in the Time of our Lord the King that now is, by taking the Profits thereof to the Value, &c. and into which &c. and thereupon he bringeth Suit, &c.

And the said *Edmund* Tenant by his own Warranty defendeth his Right, when, &c. and saith, that the said *Hugh*, did not disseise the said J. of the Tenements and Moiety aforesaid, with the Appurtenances, as the said J. by his Writ and Declaration aforesaid above doth suppose; and of this he putteth himself upon the Country, &c.

And the said J. thereupon craveth Leave to imparl, and he hath it, &c. And afterwards the said J. cometh again here into Court in this same Term in his proper Person, and the said *Edmund*, although solemnly called, cometh not again, but departed in Contempt of the Court, and maketh Default: Therefore it is considered, that the said J. do recover his Seisin against the said A. of the Tenements and Moiety aforesaid, with the Appurtenances, and that the said A. have of the Land of the said G. to the Value, &c. And that the said G. have over of the Land of the said *Edmund* to the Value, &c. And the said *Edmund* in Mercy, &c. And hereupon the said J. prays a Writ of our Lord the King, to be directed to the Sheriff of the County aforesaid, to cause full Seisin of the Tenements and Moiety aforesaid, with the Appurtenances, to be delivered to him; and it is granted to him, returnable here on the *Ossave* of the *Holy Trinity*, &c. at which Day the said J. cometh here into Court in his proper Person, and the Sheriff, to wit, N. R. Esq; now returned that he, by Virtue of the said Writ to him directed, on the — Day of — last past caused full Seisin of the Tenements and Moiety aforesaid, with the Appurtenances, to be delivered to the said J. as by the said Writ he was commanded, &c.

This Entry is on a Roll of Trinity Term. *Entry of Recovery with double Voucher, where the Tenant appears in Person, and the Vouchee by Attorney, on a Warrant taken by Dedimus Potestatem.*

Nota; Michaelmas

Term being now reduced to four Returns, if you would suffer a Recovery in it, where the Vouchee

comes in by Summons, the Writ of Entry must be returnable some in his Place J. S. and L. R. his Attornies jointly and severally against the said E. to gain or lose in the Plea aforesaid, &c.

In this Precedent I suppose it to be returnable the last Return thereof.

† This Entry must be on a Roll of Michaelmas Term.

* Ingross the *Mittimus* and Transcript *verbatim* as before.

Yorkshire, E. G. Esq; in his proper Person demandeth against C. B. Gent. twenty Acres of Land, with the Appurtenances, in *Carleton*, as his Right and Inheritance, and into which the said C. hath not Entry but after the Disseisin, which *Hugh Hunt* thereof unjustly and without Judgment made to the said E. within thirty Years, &c. and whereupon he says, that he was seised of the said Land, with the Appurtenances, in his Demesne as of Fee and right in Time of Peace, in the Time of our Lord the King that now is, by taking the Profits thereof to the Value, &c. and into which, &c. and thereupon he bringeth Suit, &c.

And the said C. in his proper Person cometh and defendeth his Right, when, &c. and thereupon voucheth to Warranty C. K. Esq; and L. his Wife, summoned in the County aforesaid; let him have them here from the Day of *St. Martin* in fifteen Days, by the Aid of the Court, &c. The same Day is given to the same Parties here, &c. And hereupon the said C. putteth in his Place J. S. and L. R. his Attornies jointly and severally against the said E. to gain or lose in the Plea aforesaid, &c.

† OUR Lord the King hath sent to his Justices of the Bench here his Writ of *Mittimus* closed, together with the Tenor of a certain Writ of the said Lord the King of *Dedimus Potestatem*, for receiving a Warrant of Attorney, and the Return of the same Writ, and also the Warrant of Attorney thereupon received in these Words: * *George* the Second, by the Grace of God, of *Great Britain, France and Ireland* King, Defender of the Faith, &c.

[Then the Recovery in large Hand thus.]

ELsewhere, as it appears in the Term of the *Holy Trinity* last past, upon the five hundredth and fifty-eighth Roll it is thus contained: *Yorkshire*, to wit, E. G. Esq; in his proper Person demandeth against C. B. Gent. twenty Acres of Land, with the Appurtenances, in *Carle-*

Carleton, as his Right and Inheritance, and into which the said *C.* hath not Entry but after the Disseisin, which *Hugh Hunt* thereof unjustly and without Judgment hath made to the said *E.* within thirty Years, &c. And whereupon he saith, that he was seised of the said Land, with the Appurtenances, in his Demesne as of Fee and Right, in Time of Peace, in the Time of our Lord the King that now is, by taking the Profits thereof to the Value, &c. and into which, &c. and thereupon he bringeth Suit, &c.

And the said *C.* in his proper Person cometh and defendeth his Right, when, &c. And thereupon voucheth to Warranty *C. K. Esq;* and *L.* his Wife, summoned in the County aforesaid; let him have them here from the Day of *St. Martin* in fifteen Days, by the Aid of the Court, &c. The same Day is given to the said Parties here, &c. And hereupon the said *C.* putteth in his Place *J. S.* and *L. R.* his Attornies jointly and severally against the said *E.* to gain or lose in the Plea aforesaid, &c. At which Day here cometh as well the said *E.* in his proper Person, as the said *C.* by the said *L. R.* his Attorney; and the said *C. K.* and *L.* being summoned, &c. likewise come by *E. B.* their Attorney, and freely warrant to the said *C.* the aforesaid Land, with the Appurtenances, &c. And hereupon the said *E.* demandeth against the said *C. K.* and *L.* Tenants by their own Warranty, the said Land, with the Appurtenances, in Manner aforesaid, &c. And whereupon he says, that he was seised of the said Land, with the Appurtenances, in his Demesne as of Fee and Right, in Time of Peace, in the Time of our Lord the King that now is, by taking the Profits thereof to the Value, &c. and into which, &c. and thereupon he bringeth Suit, &c.

And the aforesaid *C. K.* and *L.* Tenants by their own Warranty defend their Right, when, &c. And thereupon further vouch to Warranty *Edmund Wilson*, who is present here in Court in his proper Person, and freely warranteth to them the aforesaid Lands, with the Appurtenances, &c. And hereupon the said *E. G.* demandeth against the said *Edmund*, Tenant by his own Warranty, the Land aforesaid, with the Appurtenances, in Manner aforesaid, &c. And whereupon he saith, that he was seised of the said Lands, with the Appurtenances, in his Demesne as of Fee and Right, in Time of Peace, in the Time of our Lord the King that now is, by taking the Profits thereof to the Value, &c. and into which, &c. and thereupon he bringeth Suit, &c.

And the said *Edmund* Tenant by his own Warranty defendeth his Right, when, &c. and says, that the said *Hugh* did not disseise the said *E. G.* of the aforesaid Land, with the Appurtenances, as the said *E.* by his Writ and Declaration above doth suppose; and of this he putteth himself upon the Country, &c.

And the said *E. G.* thereupon craveth Leave to imparl, and he hath it, &c. And afterward the said *E.* cometh again here into Court in this same Term in his proper Person, and the said *Edmund*, although solemnly called, cometh not again, but departed in Contempt of the Court, and maketh Default: Therefore it is considered, that the said *E. G.* do recover his Seisin against the said *C. B.* of the Land aforesaid, with the Appurtenances, and that the said *C. B.* have of the Land of the said *C. K.* and *L.* to the Value, &c. And further, that the said *C. K.* and *L.* have over of the Land of the said *Edmund* to the Value, &c. And the said *Edmund* in Mercy, &c. And hereupon the said *E. G.* prays the Writ of our Lord the King, to be directed to the Sheriff of the County aforesaid, to cause full Seisin of the said Land, with the Appurtenances, to be delivered to him; and it is granted to him returnable here on the *Octave of St. Hilary*, &c. at which Day the said *E. G.* cometh here into Court in his proper Person, and the Sheriff, to wit, *Sir Lionel Pilkington*, Bart. now returneth that he, by Virtue of the said Writ to him directed, on the 6th Day of *December* last past, caused full Seisin of the said Land, with the Appurtenances, to be delivered to the said *E. G.* as by the said Writ he was commanded, &c.

Entry of a Recovery by double Voucher, where Tenant and Vouchee appear by Attorney, on Warrant taken by Dedimus Potestatem. [Begin in small Hand, and enter the *Mittimus* and Transcript of the *Dedimus Potestatem* for receiving the Attorney of the Tenant in the following Manner.]

OUR Lord the King hath sent to his Justices of the Bench here his Writ of *Mittimus* closed, together with the Tenor of a certain Writ of our said Lord the King of *Dedimus Potestatem*, for receiving of a Warrant of Attorney and the Return of the same Writ, and also the Warrant of Attorney thereupon received, in these Words: *George the Second*, by the

Grace

The Writ of Entry in this Recovery is supposed to be returnable from the Day of the Holy Trinity in 15 Days. This Entry therefore must be upon a Roll of Trinity Term.

* Note; Whenever two or more Parties to a Recovery have the same Christian Name, you must add their Surnames to distinguish them, otherwise the Christian Name is only written after the first Time.

Recovery by double Voucher, where both Tenant and Vouchee appear by Attorney, on Warrant taken by *Dedimus Poteſtatem*. Enter the *Mittimus* and Transcript of the *Dedimus Poteſtatem* for taking the Tenant's Warrant of Attorney on the Roll *verbatimim* from the Writ.

Grace of God, of Great Brittain, France and Ireland King, Defender of the Faith, &c. To his Juſtices of the Bench, Greeting: The Tenors of our certain Writ of *Dedimus*, &c.

[Then the Recovery at a ſmall Diſtance on the Summons Roll ſo far as follows.]

Northamptonſhire, to wit, R. F. Eſq; in his proper Perſon demandeth againſt R. R. Eſq; ſix Meſſuages, ſix Gardens, twenty Acres of Meadow, ſixty Acres of Paſture, Common of Paſture for all Cattle, and Common of Turbary, with the Appurtenances, in M. C. E. D. and O. as his Right and Inheritance, and into which the ſaid R. R. hath not Entry but after the Diſſeiſin, which *Hugh Hunt* thereof unjuſtly and without Judgment made to the ſaid R. F. within thirty Years, &c. And whereupon he ſays, that he was ſeiſed of the Tenements and Commons aforeſaid, with the Appurtenances, in his Demefne as of Fee and Right, in Time of Peace, in the Time of our Lord the King that now is, by taking the Profits thereof to the Value, &c. and into which, &c. and thereupon he bringeth Suit, &c.

And the aforeſaid R. R. by *Thomas Hunt* his Attorney cometh and defendeth his Right, when, &c. And thereupon voucheth to Warranty T. S. Eſq; and A. his Wife, ſummoned in the County aforeſaid; let him have them here on the Oſtave of St. Martin, by the Aid of the Court, &c. The ſame Day is given to the Parties aforeſaid here, &c.

[Then on another Roll of Michaelmas Term in a ſmall ingroſſing Hand enter the *Mittimus* and Transcript of the *Dedimus Poteſtatem* for the receiving the Attorney of the Vouchee as follows.]

The ſecond Entry.

Enter the *Mittimus* and Transcript of the *Dedimus Poteſtatem*, &c. for the Vouchee *verbatimim*.

OUR Lord the King hath ſent to his Juſtices of the Bench here is Writ of *Mittimus* cloſed, together with the Tenor of a certain Writ of the ſaid Lord the King of *Dedimus Poteſtatem*, for receiving of a Warrant of Attorney, and the Return of the ſame Writ, and alſo the Warrant of Attorney thereupon received, in theſe Words: George the Second, by the Grace of God, of Great Brittain, France and Ireland King, Defender of the Faith, &c. To his Juſtices of the Bench, Greeting: The Tenors of our certain Writ of *Dedimus Poteſtatem*, directed to our truſty and well-beloved Sir A. B. Knt. and to our beloved C. D. and E. F. Gentlemen, for and concerning the receiving ſuch Attorney or Attornies, jointly or ſeverally, as T. S. Eſq; and A. his Wife would put or conſtitute in their Stead, before the ſaid Sir A. B. C. and D. or two of them, to gain or loſe, againſt R. F. Eſq; in a Plea of Land upon our Writ of Entry upon Diſſeiſin *in le Poſt*, depending before you, between the aforeſaid R. F. and R. R. Eſq; of ſix Meſſuages, ſix Gardens, twenty Acres of Meadow, ſixty Acres of Paſture, Common of Paſture for all Cattle, and Common of Turbary, with the Appurtenances, in M. C. E. D. and O. in the County of Northampton, which ſaid R. R. hath vouched the ſaid T. S. and A. to warrant to him the Tenements and Commons aforeſaid, with the Appurtenances, and the Return of the ſaid Writ of *Dedimus Poteſtatem*, and alſo the Warrant of Attorney in that Behalf received, ſent into our Chancery, and in our ſaid Chancery remaining on the Files of the ſame Chancery, we ſend to you incloſed in theſe Preſents, commanding you, that the Tenors aforeſaid being inſpected, you cauſe further to be done therein, at the Proſecution of the ſaid R. F. what of Right and according to the Law and Cuſtom of England ſhall be meet to be done. Witneſs Ourſelf at Weſtmiſter the — Day of — in the — Year of our Reign. Putland. George the Second, by the Grace of God, of Great Brittain, France and Ireland King, Defender of the Faith, &c. To his truſty and well-beloved Sir A. B. Knt. and to his beloved C. D. and E. F. Gentlemen, Greeting: Whereas our Writ of Entry upon Diſſeiſin *in le Poſt*, is depending before our Juſtices of the Bench, between R. F. Eſq; and R. R. Eſq; of ſix Meſſuages, ſix Gardens, twenty Acres of Meadow, ſixty Acres of Paſture, Common of Paſture for all Cattle, and Common of Turbary, with the Appurtenances, in M. C. E. D. and O. in the County of Northampton, and the aforeſaid R. R. appearing in our full Court before our ſaid Juſtices hath vouched T. S. and A. his Wife to warrant to him the Tenements and Commons aforeſaid, with the Appurtenances, whereupon our Writ of Summons to Warranty hath iſſued againſt the ſaid T. S. and A. his Wife, returnable before our ſaid Juſtices on the Oſtave of St. Martin; and the ſaid T. S. and A. being as we are informed, ſo infirm, that they are not able, without great Danger of their Bodies, to travel to Weſtmiſter by the Day in the ſaid Writ of Summons to Warranty contained, to do and act thoſe Things which then and there would be expedient to be done in the ſame: We rendering the State of the ſaid T. S. and A. in this Behalf, have given you, or two of you, Power and full Authority of receiving ſuch Attorney or Attornies, jointly or ſeverally, as the ſaid T. S. and A. will put in or conſtitute in their Stead, before you, or

two of you, to gain or lose in the said Plea before our said Justices: And therefore we command you, or two of you, that going in Person to the said T. S. and A. if they be not able conveniently to come to you, you receive their Attorney or Attornies jointly or severally in Form aforesaid; and when you shall have received the said Attorney or Attornies, you distinctly and plainly, without delay, certify us in our Chancery of the Name or Names of such Attorney or Attornies, under your Seals, or the Seals of two of you, sending back to us this Writ. Witness Ourself at Westminster the — Day of — in the — Year of our Reign. Putland. By the Lord High Chancellor of Great Britain, at the Instance of the Demandant. H. Page. The Execution of this Writ appears in a Schedule hereunto annexed. C. D. E. F. Received — S. Hetherington. Northamptonshire, to wit, T. S. and A. his Wife, whom R. R. Esq; voucheth to Warranty, put in their Place Robert Guy and P. C. their Attornies, jointly or severally, to gain or lose against R. F. Esq; in a Plea of Land. T. S. A. S. Taken and acknowledged the — Day of — in the — Year of the Reign of King George the Second, before C. D. E. F.

[Then at the Distance of an Inch in a large Hand enter the Recovery in the following Manner on the same Roll of Michaelmas Term.]

Northamptonshire, to wit, R. F. Esq; in his proper Person demandeth against R. R. Esq; six Messuages, six Gardens, twenty Acres of Meadow, sixty Acres of Pasture, Common of Pasture for all Cattle, and Common of Turbary, with the Appurtenances, in M. C. E. D. and O. as his Right and inheritance, and into which the said R. R. hath not Entry but after the Disseisin, which Hugh Hunt thereof unjustly and without Judgment made to the said R. F. within thirty Years, &c.

And the aforesaid R. R. by Thomas Hunt his Attorney cometh, and having heretofore vouched thereupon to Warranty T. S. and A. his Wife, who now by Summons made to them in the County aforesaid, by Robert Guy their Attorney, also come and freely warrant to the said R. R. the Tenements and Commons aforesaid, with the Appurtenances, &c. And hereupon the aforesaid R. F. demandeth against the said T. S. and A. Tenants by their own Warranty, the Tenements and Commons aforesaid, with the Appurtenances, in Manner aforesaid, &c. And whereupon he says, that he was seised of the Tenements and Commons aforesaid, with the Appurtenances, in his Demesne as of Fee and Right, in Time of Peace, in the Time of our Lord the King that now is, by taking the Profits thereof to the Value, &c. and into which, &c. and thereupon he bringeth Suit, &c.

And the aforesaid T. S. and A. Tenants by their own Warranty defend their Right, when, &c. And thereupon further vouch to Warranty Edmund Wilson, who is present here in Court in his proper Person, and freely warranteth to them the Tenements and Commons aforesaid, with the Appurtenances, &c. And hereupon the aforesaid R. F. demandeth against the said Edmund, Tenant by his own Warranty, the Tenements and Commons aforesaid with the Appurtenances, in Manner aforesaid, &c. And whereupon he says, that he was seised of the Tenements and Commons aforesaid, with the Appurtenances, in his Demesne as of Fee and Right, in Time of Peace, in the Time of our Lord the King that now is, by taking the Profits thereof to the Value, &c. and into which, &c. and thereupon he bringeth Suit, &c.

And the aforesaid Edmund Tenant by his own Warranty defendeth his Right, when, &c. and saith, that the aforesaid Hugh did not disseise the said R. F. of the Tenements and Commons aforesaid, with the Appurtenances; as the aforesaid R. F. by his Writ and Declaration aforesaid above doth suppose; and of this he putteth himself upon the Country, &c.

And the aforesaid R. F. thereupon craveth Leave to imparl, and he hath it, &c. And afterwards the said R. F. cometh again here into Court in this same Term in his proper Person, and the aforesaid Edmund, although solemnly called, cometh not again, but departed in Contempt of the Court, and maketh Default: Therefore it is considered, that the aforesaid R. F. do recover his Seisin against the said R. R. of the Tenements and Commons aforesaid, with the Appurtenances, and that the said R. R. have of the Land of the aforesaid T. S. and A. to the Value, &c. And that the said T. S. and A. have over of the Land of the aforesaid Edmund to the Value, &c. And the said Edmund in Mercy, &c. And hereupon the aforesaid R. F. prays the Writ of our Lord the King, to be directed to the Sheriff of the County aforesaid, to cause full Seisin of the Tenements and Commons aforesaid, with the Appurtenances, to be delivered to him; and it is granted to him, returnable here without Delay, &c. Afterwards, to wit, on the * twenty-eighth Day of November in this same

Vol. III.

7 P

Term,

* The last Day of the Term.

Term, the aforesaid *R. F.* cometh here into Court in his proper Person, and the Sheriff, namely, *J. P. Esq.* now returneth that he, by Virtue of the aforesaid Writ to him directed, on the twenty-fifth Day of *November* last past, caused full Seisin of the Tenements and Commons aforesaid, with the Appurtenances, to be delivered to the said *R. F.* as by the said Writ he was commanded, &c.

Releases. (a)

A General Release from one to one.

General
Forms.

KNOW all Men by these Presents, that I *A. B.* of — have remised, released and for ever discharged, and by these Presents do for me, my Heirs, Executors and Administrators, remise, release, and for ever discharge *B. C.* of — his Heirs, Executors and Administrators, of and from all and all Manner of Action and Actions, Cause and Causes of Action, Suits, Debts, Dues, Sum and Sums of Money, Accounts, Reckonings, Bonds, Bills, Specialties, Covenants, Contracts, Controversies, Agreements, Promises, Variances, Damages, Judgments, Extents, Executions, Claims and Demands whatsoever in Law and Equity, which against the said *B.* I ever had, now have, or which I, my Heirs, Executors or Administrators hereafter can, shall or may have, for, upon or by Reason of any Matter, Cause or Thing whatsoever, from the Beginning of the Word to the Day of the Date of these Presents. **In Witness,** &c.

Two to one.

— That we *A. B.* of, &c. — and *C. D.* of, &c. — have, and either of us hath remised, &c. — and by, &c. — do, and either of us doth for us, and either of our Heirs, Executors and Administrators, remise, &c. — which against the said *E.* we, or either of us ever had, now have, or which we, or either of us, our, or either of our Heirs, &c. — hereafter can, &c.

One to two.

— That I, &c. — discharge *C. D.* of, &c. — and *E. F.* of, &c. — and either of them, their and either of their Heirs, Executors and Administrators, of and from, &c. which against the said *C.* and *E.* or either of them, I ever had, &c.

Three to one.

— That we *A. B.* of, &c. — *C. D.* of, &c. — and *E. F.* of, &c. — have, and either and every of us hath remised, &c. — and by, &c. — do, and either and every of us doth for us, either and every of us, our, either, and every of our Heirs, &c. — which against the said *G.* we, either or any of us ever had, now have, or which we, or either or any of us, our, or either or any of our Heirs, &c. —

One to three.

— That I, &c. — discharge *C. D.* of, &c. — *E. F.* of, &c. — and *G. H.* of, &c. — either and every of them, their, either and every of their Heirs, &c. — which against the said *C. E. G.* either or any of them, I ever had, &c.

A mutual General Release by Indenture.

THIS Indenture, made, &c. **Between** *A. B.* of, &c. of the one Part, and *C. D.* of, &c. of the other Part, **Witnesseth**, that the said *A. B.* hath remised, released, and for ever quit-claimed, and by these Presents **Doth** remise, release, and for ever quit-claim unto the said *C. D.* **All** Actions and Causes of Action, Trespases, Obligations, Accounts, Promises, Debts, Judgments, Executions, Damages, Claims and Demands whatsoever, from the Beginning of the World unto the Day of the Date of these Presents: **And**

(a) For Releases concerning Lands, vide Title Lease and Release.

this Indenture further witnesseth, that the said C. D. hath remised, released, and for ever quit-claimed, and by these Presents doth remise, release, and for ever quit-claim unto the said A. B. All Actions and Causes of Actions, &c. (as before) unto the Day of the Date of these Presents. In Witness, &c.

A Release in Pursuance of an Award.

— And by these Presents (according to and in Pursuance of a certain Writing of Award indented, bearing Date — made and given under the Hands and Seals of —) do — for, upon or any ways concerning — in the said Award mentioned, and every or any Part thereof — (You may add the general Words, if you think fit) and from all, &c.

Of divers Countroversies, &c. pursuant to an Award by Rule of Reference made at a Trial.

Tall, &c. I W. T. of — send Greeting. **Whereas** at a Sitting of *Nisi prius*. Recital of held at *Westminster-Hall* for the County of *Middlesex*, before the Right Honourable Rule of Court. Sir — Lord Chief Justice of his Majesty's Court of King's Bench at *Westminster* the — Day of — last, a Cause came on to be tried, wherein I the said W. T. was Defendant, and R. F. Plaintiff; and on such Trial an Order or Rule by Consent was then made, that the said Cause, and also one other Cause depending between the same Parties in the Court of Common Pleas, should be referred to the Persons therein named, being the three Foremen of the Jury impanelled and sworn to try the said Cause, or any two of them, to hear and determine the said Differences, and they were to make their Award in Writing on or before — then next: **And whereas** the said Arbitrators did make their (a) Award in Writing under their Hands and Seals bearing Date the — now last past, and in and by the same, did (amongst other Things therein contained) award and order that the said R. F. should consent that the Sum of — by him paid into the Court of Common Pleas, be received out of the said Court by me the said W. T. to my proper Use; and did also award and order that he should pay unto me the said W. T. the Sum of — on the Day of the Date of these Presents, at the Place and Time therein appointed; and did also award and order that general Releases should be mutually executed between us of the Matters to them referred; as by the said Order or Rule of Reference, and the said Award thereupon made, may more fully appear: **And whereas** the said R. F. consented to my taking the said — L. out of the And of Mo- said Court of Common Pleas, and pursuant thereto I have received the same, and I have also ney taken out received of him the said — according to and in Pursuance of the said Award: **Now know** of Court. **ye**, that I the said W. T. in full Pursuance of the said Award, on my Part **have** remised, released, and for ever quit-claimed, and by, &c. **do** remise, &c. unto the said R. F. his Heirs, Executors and Administrators, All and all Manner of Cause and Causes of Action, Suits, Quarrels, Controversies, Costs, Damages and Demands whatsoever, which against the said R. F. for and on Account of the herein before mentioned two several Causes in the said several Courts of King's Bench and Common Pleas, and of the several Matters by the said recited Order or Rule of Court referred to be determined by the said Arbitrators, and by them awarded and ordered, as is herein before mentioned, I ever had, and which I, my Heirs, Executors or Administrators, shall or may have, claim, challenge or demand, for or by Reason or Means of the Matters in Difference, and to be referred as aforesaid, from the Beginning of the World to the Day of the Date of these Presents. In Witness, &c.

A Release between two Traders on settling Accounts.

Whereas sundry Accounts current, and otherwise, and divers Dealings in Trade have been subsisting and depending for many Years last past, between B. P. of the Parish of, &c. and H. J. late of, &c. but now of, &c. which said Accounts and Dealings they the said B. P. and H. J. have balanced and adjusted, by which Balance it appears that nothing remains due from the one to other; therefore to prevent any future Disputes touching or concerning such Accounts and Dealings, and to ascertain and confirm such Balance and Adjustment, they the said B. P. and H. J. have mutually agreed to give and execute reciprocal Releases to each other: **Now know all Men** (b) by these Presents, that he the said B. P.

(a) Vide Title *Awards*, p. 670.

(b) After the Words, (*Now know all Men*, &c.) instead of B. P. put H. J. and instead of H. J. put B. P. (which will be a Counter-Release).

(for

(for the Considerations aforesaid, and to prevent all future Disputes) for himself, his Executors and Administrators, **Hath** remised, released, and for ever quit-claimed, and by these Presents **Doth** remise, release, and for ever quit-claim unto the said *H. J.* his Heirs, Executors and Administrators, **All** and all Manner of Action and Actions, Cause and Causes of Action, Suits, Debts, Dues, Sum and Sums of Money, Accounts, Reckonings, Bonds, Specialties, Covenants, Contracts, Controversies, Agreements, Promises, Variances, Damages, Judgments, Extents, Executions, Claims and Demands whatsoever, both at Law and in Equity, which against the said *H. J.* his Heirs, Executors and Administrators, he the said *B. P.* now hath or ever had on Account of their said mutual Dealings, or for or by Reason of any other Cause, Matter or Thing whatsoever, from the Beginning of the World to the Day of the Date of these Presents. **In Witness** whereof he the said *B. P.* hath hereunto set his Hand and Seal this—Day of, &c.

To a Guardian.

I **KNOW** all Men by these Presents, that *L. M.* of — Son and Heir of — deceased, hath remised, released, and for ever quit-claimed, and by these Presents doth remise, release, and for ever quit-claim unto *B. H.* of — his Guardian, all and all Manner of Action and Actions, Suits, Reckonings, Accounts, Debts, Dues and Demands whatsoever, which he the said *L. M.* ever had, now hath, or which he, his Executors or Administrators, at any Time hereafter can or may have, claim or demand against the said *B. H.* his Executors or Administrators, for, touching or concerning the Management and Disposition of any of the Lands, Tenements or Hereditaments of the said *L. M.* situate, &c. or any Part thereof, or for or by Reason of any Money, Rents, or other Profits by him received out of the same, or any Payments made thereof during the Minority of the said *L. M.* or by Reason of any Matter, Cause or Thing whatsoever, from the Beginning of the World to the Day of the Date hereof. **In Witness**, &c.

Release from an Account in Administration to one that acted during another's Minority.

T **O** all, &c. *A. jun.* of, &c. Administrator of his Mother *B. A.* deceased, who was Executrix of his Father *C. A.* also deceased, sends Greeting. **Whereas** *A. sen.* of, &c. Uncle of the said *A. jun.* did in the Minority of the said *A. jun.* take out Letters of Administration of the Goods and Chattels of the said *B. A.* deceased, for the Benefit of the said *A. jun.* and the other Children of the said *B. A.* **And whereas** the said *A. jun.* having attained the Age of 21 Years, the said *A. sen.* hath resigned up his said Administration and Trust aforesaid to the said *A. jun.* and Letters of Administration *de bonis non*, &c. are granted to the said *A. jun.* of the said *B. A.* his Mother, and as she was Executrix aforesaid, for himself, and in Trust and for the Benefit of his Brothers and Sister, Children of the said *B. A.* deceased: **And whereas** the said *A. sen.* and *A. jun.* Administrators as aforesaid, have on the Date hereof made up and adjusted all Accounts, Matters and Things, of and concerning all Monies received, paid and disbursed by the said *A. sen.* as Administrator aforesaid, and all other the Estate whatsoever of or belonging to the said *B. A.* and *C. A.* deceased, or either of them, which have been received or come to the Hand or Disposition of the said *A. sen.* and upon adjusting the said Accounts there appears to be remaining in the Hands of the said *A. sen.* the Sum of — *l.* in Money, and one Bond under the Hand and Seal of *E.* of, &c. for — *l.* Principal Money, whereupon there is Interest due; which said Sums of — *l.* and Bond, the said *A. sen.* hath on the Date hereof paid and delivered to the said *A. jun.* as Administrator aforesaid, and for the Use and Benefit of himself, and of *F. G. H.* and *J.* his Brothers and Sisters; the Receipt whereof the said *A. jun.* doth hereby acknowledge, the same being in full of all Monies, and other the Estate whatsoever, which is now remaining in the Hands of the said *A. sen.* as he was Administrator aforesaid, and due and belonging to the said *A. jun.* and his Brothers and Sisters as aforesaid: **And therefore** the said *A. jun.* **Doth** hereby, as Administrator aforesaid, for himself, his Executors and Administrators, remise, release, and for ever discharge the said *A. sen.* his Executors and Administrators, of and from the said Accounts, and the said Bond and Money before received, and all Actions, Suits, Judgments, Executions, Claims and Demands whatsoever, for or concerning the same, or for or concerning the Estate of the said *B. A.* and *C. A.* or either of them, as the said *A. sen.* was Administrator aforesaid, in any Manner of wise. **In Witness**, &c.

Release, on the Determination of Partnership, from all Debts relating to the Partnership.

T^D all, &c. **W**hereas the said several Parties, together with J. of, &c. were lately by Covenants or indentures in that Behalf interested in and Parteners together in the Art and Mystry of, &c. and a joint Stock for carrying on the said Art, during which said Partnership the said J. by the Consent of the Rest of them the said Partners, acted as their Warehouse-Keeper, and received and paid several Sums of Money, and transacted several other Affairs and Buiness, for and on Account of the said Partnership: **A**nd whereas the said Partnership is determined, and they the said Partners, have made up and adjusted all Accounts concerning the said Partnership, and the said J. hath also fully discharged himself to the Rest of the said Partners, for all Monies, Goods and Things whatsoever, which at any Time or Times were received by him, or came to his Hands or Custody, of or belonging to the said Partnership; and they the said Partners have had and received their full Shares and Dividends of all the Stock whatsoever belonging thereunto: **N**ow therefore know ye that they the said A. B. C. &c. have, and each of them hath acquitted, released and for ever discharged, and by these Presents do, and each of them for himself, his Heirs, Executors and Administrators respectively, **D**oth acquit, release, and for ever discharge the said J. his Heirs, Executors and Administrators, of and from all Actions, Suits and Causes thereof, Debts, Dues, Sum and Sums of Money, Accounts, Reckonings, Covenants, Contracts, Agreements, Specialties, Judgments, Extents, Executions, Claims and Demands whatsoever in Law or Equity, for or concerning the said late Copartnership, and all or any Matters or Things by him transacted and done, or otherwise relating thereunto in any Manner of wise. **I**n Witness, &c.

Release from a Lessor to a Lessee (upon his surrendering his Lease) from the Covenants therein.

T^D all, &c. A. &c. sends Greeting. **W**hereas the said A. by his Indenture of Lease under his Hand and Seal, bearing Date the, &c. did demise, grant and let unto B. &c. a Messuage, &c. in the Parish, &c. at a Pepper-Corn Rent, for a certain Term of Years, of which about — Years are yet to come and undetermined, in which said Lease are contained Covenants for repairing the said Premises, and other Covenants, on the Part of the said B. to be performed: **A**nd whereas by Agreement between the said A. and B. the said B. hath delivered up the said recited Lease, and surrendered the same and all his Interest and Term in and to the said House and Premises: **A**nd therefore know ye, that the said A. in Consideration thereof, doth hereby for himself, his Heirs, Executors and Administrators, remise, release, and for ever discharge the said B. his Executors, Administrators and Assigns, of and from all and every the Covenants and Agreements in the said recited Lease contained, by and on the Part and Behalf of the said B. his Executors, Administrators and Assigns to be done and performed; and from all Actions, Suits, Costs, Charges, Payments, Damages, Claims and Demands whatsoever, in law, and Equity, for or concerning the same in any Manner of wise. **I**n Witness, &c.

A Release pursuant to an Award about a Ship's Voyage.

N^O**W** all, &c. that J. A. &c. have remised, released and for ever discharged, and by these Presents (according to and in Pursuance of a certain Writing or Award indented, bearing Date, &c. made by and under the Hands and Seals of B. and C. &c.) do, for and on the Behalf of D. of, &c. Master of the good Ship or Vessel called the E. and the Part-owners of the said Ship, acquit, release, and for ever discharge F. &c. G. and H. &c. and either and every of them, their, either and every of their Heirs, Executors and Administrators, of and from all and all Manner of Action and Actions, &c. which against the said F. G. and H. either or any of them, the said D. and the Part-owners of the said Ship, either or any of them ever had, now have, or which they, either or any of them, their, either or any of their Heirs, Executors or Administrators hereafter can, shall or may have, as well for or concerning a Writing or Charter-party of Affreightment dated, &c. made between the said F. G. and H. of the one Part, and the said D. of the other Part, as for and concerning the said Ship and her late Voyage from R. to L. mentioned in the said Charter-party, in any Manner of wise. **I**n Witness, &c.

Release from Creditors to a Debtor, upon compounding the Debts.

T^D all, &c. **We** who have hereunto set our Hands and Seals, Creditors of *A.* late of *Ec.* send Greeting. **Whereas** the said *A.* oweth and is indebted to us his said Creditors several Sums of Money, which he is not able fully to satisfy, we therefore have agreed, and do hereby agree to accept of the Sum or Value of — *l.* in full Satisfaction of all the Debts owing to us respectively at Sealing hereof, by and from the said *A.* which is paid or delivered by or for the said *A.* to *B.* and *C.* or one of them, Creditors also and Assigns, by Virtue of a Commission of Bankrupt awarded again the said *A.* for the Use of, and to the Intent the same may be shared and divided amongst us his said Creditors, seeking Relief under the said Commission in Proportion, according to the Debts to us severally due and owing: **Now therefore know ye**, that for the Consideration aforesaid, each of us the said Creditors, who have hereunto set our Hands and Seals, for him and herself, his and her Heirs, Executors and Copartners, doth by these Presents remise, release and for ever discharge the said *A.* his Heirs, Executors and Administrators, of and from all and all Manner of Action and Actions, &c. which against the said *A.* each and every of us his said Creditors now hath, or which each and every of our Heirs, Executors or Administrators respectively hereafter may, can or ought to have, claim or demand, for, upon, or by Reason of our several and respective Debts to us severally due and owing, or for or by Reason of any other Matter, Cause or Thing whatsoever, from the Beginning of the World, &c.

A Release from a Gentleman to his Steward as to Accounts.

T^{HIS} Indenture, &c. **Between** *A.* of one Part, and *B.* of the other Part. **Whereas** the said *B.* hath received some of the Rents of the Estate belonging to the said *A.* and thereby became accountable for the same to the said *A.* **And whereas** the said *B.* hath from Time to Time well and truly accounted with the said *A.* for such the Receipts of the said *B.* all which said Accounts the said *A.* hath from Time to Time perused and fully approved of, and hath signed and subscribed the same: **Now this Indenture witnesseth**, that the said *A.* being fully sensible and satisfied of the Truth and Justice of all the said Accounts, doth hereby approve of and allow the same; and to the Intent that he the said *A.* his executors or Administrators may be prevented, barred and excluded upon any Grounds, Pretence or Reason whatsoever, to ravel into any of the said Accounts, or in any Respect to molest or bring into Suits the said *B.* his Executors or Administrators, in Relation to the same, or in Relation to any other Demand whatsoever, which the said *A.* his Executors or Administrators in any Respect, or upon any Account whatsoever, have or may make, challenge or claim against the said *B.* his executors or Administrators; and to the Intent the said *B.* may be hereby encouraged for the Future to act on the behalf of the said *A.* and may be fully and wholly discharged and indemnified as to any of his Accounts, Actings and Dealings which have already been transacted or done betwixt the said *A.* and *B.* **The said A. hath** remised, released and for ever quit-claimed, and by these Presents **Doth** fully and absolutely, and as far as in him lies, remise, release and for ever quit-claim unto the said *B.* his Heirs, Executors and Administrators, all and all Manner of Actions, Cause and Causes of Actions, Suits, Debts, Dues, Duties, Accounts, Sum and Sums of Money, Claims and Demands whatsoever, both in Law or equity, or otherwise howsoever, which against the said *B.* he ever had, now hath, or which he the said *A.* his Heirs, Executors and Administrators, shall or may have, claim, challenge or demand, for or by Reason or means of any Matter, Cause or Thing whatsoever, from the Beginning of the World unto the Day of the Date of these Presents. **In Witness, &c.**

A Release from many Tradesmen, who joined together in the Sale, &c. of Butter and Cheese, to their Agent.

T^{HIS} Indenture Tripartite, made, &c. **Between** (*Wholesaleman*) *S. B. W. G.* *S. O. N. F. N. E.* &c. of the first Part, and *E. H.* (and others) all of *London*, and also Traders in Butter and Cheese, of the second Part, and *A. K.* of, &c. Widow, Relict and sole Ex-curess of the last Will and Testament of *R. K.* late of *London* Cheesemonger deceased, of the third Part. **Whereas** by Articles of Agreement bearing Date, &c. made between and subscribed and executed by the said *S. B.* and the several other Persons herein above particularly named and mentioned to be of the first and second Part, together with several other Persons (since deceased) of the one Part, and the said *R. K.* (by the Name of *R. K.* Citizen and Clothworker of *London*) of the other Part (after Reciting that several Abuses had been, and then continued to be committed upon Butters, as well by the Makers thereof, as by other Persons

Persons concerned and dealing therein, in breach of a Statute made in the 14th Year of the Reign of the late King *Charles* the Second, Intituled, An Act for the reforming and redressing of Abuses committed in the Weight and false Packing of Butters) And that (although there were sufficient Penalties provided in the said Statute for the punishing of the said Abuses, yet for want of due Encouragement to put the same in Execution, the said Abuses remain unreformed, to the great Detriment of the Publick) to the End the said Abuses might be reformed, and all Offenders therein effectually prosecuted, *They* the said subscribing Persons *Did* thereby severally covenant and agree with the said *R. K.* that they the said subscribing Persons severally should and would, out of every Firkin of Butter and other Goods of theirs, which they should receive at *London*, from the several Counties and Places therein mentioned, between the first of *June* 1719, and the first of *June* 1720, allow and pay the several Sums of Money therein particularly mentioned, *viz.* one Farthing, *per* Firkin for all Butters, and 1 *d.* *per* Wey for all Cheefe from several Places therein named, and 8 *d.* *per* Ton for thick and thin Cheefe from other Places therein also named, as well towards prosecuting of such Offenders as for and towards the Defending of any Actions and Suits which should be brought or commenced against the said Traders subscribed or their Agents, on Account of any Duty or Demand imposed or to be imposed on them by any Person or Persons whomsoever; which Monies should be collected by such Persons as the Committee for the Time being should appoint, and by them paid to the said *R. K.* until order to the contrary, by a Majority of the Subscribers at a general Meeting; the whole being, as should always be, at a general Meeting, duly summoned: and it was further agreed, That the Monies so collected and paid should be applied towards the paying all Charges and Expences, which the said Subscribers and their Agents should be at, in prosecuting and defending themselves from all Actions and Suits that should be brought against them as aforesaid; and that the Persons, called a Committee, named on the back of the said Articles by the Subscribers, or any three of them, should and were thereby empowered to draw and take from the said *R. K.* such Monies as he should have in his Hands on the Account, and for the defraying of such Charges of Actions and Suits as aforesaid; And it was further agreed, That the said 8 *d.* *per* Ton and 1 *d.* *per* Wey, and the Farthing *per* Pack or Cask, formerly paid to the Lord Mayor's Officers, should be collected and paid into the Hands of the said *R. K.* Treasurer for the Time being, to be disposed of by a Majority of the Subscribers at a general Meeting; And the said *R. K.* did thereby covenant with the said Subscribers to render unto them, or to the Committee appointed by them, a true Account of all Monies to be by him received and disbursed on the Account aforesaid, and the Monies remaining in his Hands should and would pay into the Hands of such Person or Persons, as the Subscribers at a general Meeting should order and appoint to receive the same, and that on such Payment the said *R. K.* should stand discharged from the said Subscribers, as by the said Articles, (amongst other Things) Relation being thereunto had, more fully may appear: **And Whereas** in Pursuance and by Virtue of the said in Part recited Articles, the said *R. K.* in his Life-time did receive several Sums of Money, amounting in the Whole to the Sum of — or thereabouts, and did advance and pay several Sums of Money, amounting in the Whole to the Sum of — or thereabouts, in defending several Suits in his Majesty's Court of Exchequer, commenced by the Mayor and Commonalty of *London*: **And Whereas** on or about the — Day of *January* 17—, the said *R. K.* departed this Life, having first made and duly executed his last will and Testament in Writing, bearing Date on or about the — Day of —17—, and thereof did constitute and appoint her the said *A. K.* sole Executrix thereof, who hath since duly proved the same in the Prerogative Court of *Canterbury*, and hath taken upon her the Burthen and Execution thereof, as by the said Will or the Probate thereof more fully may appear: **And whereas** by Virtue of the said Will, she the said *A. K.* being possessor of the Residue of the Monies so paid as aforesaid, to the said *R. K.* in Pursuance of the said Articles, **hath**, since the Death of her said Husband, advanced and paid towards defending the beforementioned Suits, several other Sums of Money, amounting in the Whole to the Sum of 210 *l.* or thereabouts: **And Whereas** the said *A. K.* being very desirous, as well as the said *S. B.* and all other the Parties to these Presents, that all such Monies so paid to the said *R. K.* by Virtue of the said Articles as aforesaid, and which now remain in the Hands of the said *A. K.* should be paid to some Person or Persons as should be appointed and thought fit and proper to receive the same; and that she the said *A. K.* might be fully cleared and discharged therefrom, she having, without any Advantage therefrom to herself, kept the same by her ready and in order to answer and pay the same to such Person or Persons, who had or shall have a sufficient Power and Authority to receive, and give a proper Discharge for the same; for which End and Purpose of the Trade, all being duly summoned at a general Meeting held on the 21st Day of *May* now last past, *It was ordered*, and they the said (Nine) were then elected, chosen and appointed a Committee to receive all such Monies so paid to the said *R. K.* as aforesaid, and which now remain in the Hands

Hands of her the said *A. K.* and that they the same several Persons so appointed as a Committee, should have full Power and Authority to give and execute to her the said *A. K.* such Release and Discharge for the said Monies so now remaining in her Hands, and to be by her now paid as aforesaid: **And whereas** on an Account this Day made and stated by and between the said (*Nine*) or some of them, it appears that there now remains in her Hands, of the Money received by the said *R. K.* as aforesaid, (over and above what by him or her the said *A. K.* hath been disbursed or paid as aforesaid,) the full Sum of — and no more: **Now this Indenture witnesseth**, that for several Considerations them thereunto moving, they the said (*49*) **Have**, and each of them hath, and (by Virtue of all and every the Authorities, Powers, Covenants and Agreements in the said in Part recited Articles mentioned and contained, and by Virtue of every or any other Power and Authorities whatsoever enabling them thereunto) **Do**, and each and every of them **Doth** authorise and appoint them the said (*Nine*) to receive from the said *A. K.* the said Sum of — so now remaining in her Hands as aforesaid; **Nevertheless upon the Trusts** herein after mentioned touching the same, **And** that the same Persons so authorised, or some of them, shall have, and they or some of them are hereby fully and absolutely authorised and empowered as well to receive as also to give such Release and Discharge, and to sign a Receipt for the same, and that such Release shall, and the same is hereby agreed and intended to be as full and sufficient a Discharge to her the said *A. K.* her Executors and Administrators, as if all the Parties had made, signed and executed the same: **And this Indenture further witnesseth**, That for and in Consideration of the said Sum of — of lawful, &c. to them the said (*Nine*), some or one of them, in Hand well and truly paid by the said *A. K.* at or before the executing of these Presents, being the Ballance due from her upon the said Account, (**Which** Sum is hereby agreed shall be paid and applied to and for the several Uses, Trusts and Purposes herein after mentioned and expressed, touching and concerning the same,) **The Receipt** of which Sum of — is by all the Parties hereto acknowledged; **And** in Consideration thereof, they the said *Nine*, (the said Committee so authorised and appointed as aforesaid,) by Virtue of the before mentioned Order, dated the 21st Day of *May* now last past, and also by Virtue of the Appointment herein before mentioned touching the same, and in pursuance thereof, **Have**, and each and every of them **Hath**, and by these Presents **Do**, and each and every of them **Doth**, as well on Behalf of themselves severally and respectively, and for their several and respective Executors and Administrators, as also on the Behalf of all and every of them the said (*49* and *9*), their several and respective Executors and Administrators, remise, release, discharge and for ever quit-claim unto the said *A. K.* her Executors and Administrators, and to all and every other the Representatives of the said *R. K.* deceased, as well all and every Sum and Sums of Money whatsoever, now due, owing or payable from the Estate late of the said *R. K.* deceased or from the said *A. K.* as Executrix of the said *R. K.* or otherwise howsoever, by Virtue of, or on Account of any Sum or Sums of Money paid to or received by the said *R. K.* on Account of the before in Part recited Articles, as also of and from all Actions, Suits, Claims and Demands whatsoever, both in Law and equity, which they the said all Parties, &c. both of first and second Part, any or either of them, can or may have, claim or demand, either against her the said *A. K.* or the Estate of the said *R. K.* deceased, for, by Reason or upon Account of any Money paid to or received by the said *R. K.* by Virtue of the before in Part recited Articles, or for or by Reason of any Breach or Non-performance of any Covenant or Agreement in the said Articles contained, and which on the Part and Behalf of the said *R. K.* his Executors or Administrators, was or is thereby covenanted or agreed to be paid, done and performed, or for or by Reason of any other Account, Matter, Cause or Thing whatsoever, from the Beginning of the World to the Day of the Date of these Presents. **And this Indenture further witnesseth**, and it is hereby agreed and declared by and between all and every the Parties to these Presents, and the true Intent and Meaning of them and of these Presents, is, that the said Sum of — so paid by the said *A. K.* to the said *Nine*, some or one of them, as aforesaid, was and is so paid to them upon the Trusts and to and for the several Intents and Purposes herein after mentioned, expressed and declared, of and concerning the same, (that is to say) **In Trust** in the first Place, that they the said *Nine*, (the Committee and Trustees hereby appointed) shall pay and apply so much of the said Principal Sum of, or of the Interest and Produce thereof, for Payment and Discharge of all such Costs, Charges and Damages which are now due and payable, or which at any Time or Times hereafter shall or may be recovered, or that shall or may become due and payable, on Account of any of the before mentioned Suits now depending in the said Exchequer, or which shall or may at any Time hereafter be brought against or commenced by the said Parties hereunto or any of them, for, touching, concerning or on Account of any Duty, Matter or Thing whatsoever in the said in Part recited Articles mentioned and contained, and from and after Payment thereof and subject thereunto, then as to all the Residue and Remainder of the said Sum of — upon this further Trust, that they the said Committee or Trustees, or the major Part of

them, shall and will place and put out the same either in some publick Bank Stock or Fund, or else upon some Government or other good Securities, for better Improvement thereof, in such Manner as they the said Committee and Trustees, or the major Part of them shall think fit; And upon this further Trust, that all such Residue of the said Sum of — together with all the Interest, Benefit and future Improvement thereof, shall from Time to Time and at all Times, be paid, applied and disposed, to and for the Uses, Intents and Purposes in the said Articles mentioned; and that in such Manner as they the said Committee and Trustees hereby appointed, or the major Part of them, shall think fit, provided, and so as the same be for the benefit of the aforesaid Trade: **Provided also**, and it is hereby agreed, that on the Death of any one or more of the present Committee, that then at the next general Meeting of the said Trade, another or more fit Person or Persons, belonging to the said Trade, and who is a Party or Parties hereto, shall be chosen in the Room of, and shall succeed such Person or Persons so dying as aforesaid. **In Witness, &c.**

On purchasing a Freehold Estate, where a Bargain and Sale is made thereof for the same Consideration, and a Recital of Copyhold Premises which are covenanted to be surrendered to the Use of the Releasee.

T H I S Indenture, Tripartite, made Between **T. B.** Esq; eldest Son and Heir Purchase of **J. B.** late of — Esq; deceased, and **N. B.** of — of the first Part, and the Honourable **R. E.** of — of the second Part, and **J. D.** of — of the third Part, **Witnesseth**, that for and in Consideration of the Sum of — of, &c. to the said **T. B.** Party hereto, and of the Sum of 10 s. of, &c. to the said **N. B.** by the said **R. E.** well, &c. at, &c. (being the same Sums of — as are mentioned in one Indenture of Bargain and Sale, bearing even Date herewith, and made or expressed to be made between the said **T. B.** and **N. B.** of the one Part, and the said **R. E.** of the other Part,) the Receipt, &c. and for divers other good Causes, &c. **They** the said **T. B.** and **N. B.** have, and each of them hath, granted, bargained, sold, aliened, remised, released and confirmed, and by these Presents **Do**, and each of them **Doth**, grant, &c. unto the said **R. E.** his Heirs and Assigns, **All** that, &c. and all and singular Houses, &c. and also all and singular other the Messuages, &c. of them the said **T. B.** and **N. B.** or either of them, or whereof or wherein they or either of them, or any other Person or Persons whatsoever in Trust for them, or either of them, is or are seised of any Estate of Freehold or Inheritance, in Possession, Reversion, Remainder or Expectancy, situate, lying and being in the several Townships, Parishes, Precincts or Territories of — in the said County of — or in any of them, with their and every of their Rights, Members and Appurtenances; the Messuages or Tenements of the said **N. B.** in **B.** aforesaid, now in the Tenure of, &c. and the Lands thereto belonging, and which said Premises are let to the said — by the said **N. B.** at — l. per Annum, only excepted and foreprised, (**All which** said Messuages, &c. (except as herein before excepted) are by Indenture, bearing Date, &c. made or expressed to be made between the said **T. B.** and **N. B.** of the one Part, and the said **R. E.** of the other Part; and for the same Consideration herein mentioned and expressed, bargained and sold unto the said **R. E.** and his Heirs, *To the only Use and Behoof of the said **R. E.** his Heirs and Assigns for ever,*) and the Reversion, &c. and all the Estate, &c. together with all Deeds, &c. **To have and to hold** the said Messuages, &c. hereby granted or released, or meant, mentioned or intended to be hereby granted and released, and every Part and Parcel thereof, with their and every of their Appurtenances, unto the said **R. E.** his Heirs and Assigns, **To the only Use** and Behoof of the said **R. E.** his Heirs and Assigns for ever; and to and for no other Use, &c. whatsoever. (*Add T. B.'s Warranty, vide Tit. Warranty; and covenants, That he is seised in Fee-simple; that R. E. shall peaceably enjoy, free from Incumbrances; from T. B. for himself and M. his Wife, and N. B. for himself and B. his Wife, to levy a Fine to R. E. and T. E. and their Heirs, or to the Survivor and his Heirs; from N. B. that he and B. his Wife will join in such Fine; that the Fine shall be to the Use of R. E. his Heirs and Assigns for ever; and that after levying the said Fine, a common Recovery shall be suffered, J. D. Demandant, R. E. and T. E. Tenants, and T. B. Vouchee; and that as well the said Fine as the said Recovery shall be to the Use of R. E. his Heirs and Assigns; from T. B. to R. E. for further Assurance; vide Covenants.*) **And whereas** the said **T. B.** is lawfully seised or possessed to him and his Heirs, according to the Custom of the Manor of — of and in several Copyhold or Customary Pieces or Parcels of Land, containing in the Whole, &c. or thereabouts, more or less, purchased by the said **J. B.** deceased, of **T. F.** which are now in the Tenure, &c. and is in like Manner seised, &c. of and in, &c. all which said Copyhold or Customary Premises are Part of the Lands and Tenements which the said **T. B.** Party hereto hath agreed to sell and convey unto the said **R. E.** in Consideration of the said Sum of — : **Now this Indenture further**

Recital of Copyhold Lands.

witnesseth, that the said *T. B.* for the same Consideration aforementioned, doth for himself, his Heirs, Executors, Administrators and Assigns, and every of them, covenant, &c. (*To surrender the said Copyhold Premises; Covenant for peaceable Enjoyment of the said Copyhold Premises; and that N. B. has paid J. B. his Father's Debts, Legacies, &c. and will indemnify R. E. therefrom. Vide Tit. Covenants.*) In Witness, &c.

From a renouncing to an acting Executor and Trustee, to enable the latter to sell the Real Estate devised.

Purchase.

TO all People, &c. *E.* of — sends Greeting. **Whereas** *B.* late of — made his last Will and Testament in Writing, bearing Date — and thereby devised unto the said *E.* and *A.* of — and to their Heirs, several Messuages, Lands Tenements and Hereditaments, upon the Trusts therein mentioned, and constituted and appointed the said *E.* and *A.* Executors of the said Will: **And whereas** the said *B.* soon after the making the said Will died, and the said *E.* hath renounced the said Executorship, and does disclaim all Right to any of the Manors, &c. mentioned in the said Will, to be devised to the said *A.* **And whereas** the said *A.* hath agreed to sell the four Messuages, &c. herein after mentioned, being as the said *A.* affirms, Parcel of the Premises mentioned to be devised as aforesaid: **Now** the said *E.* for Satisfaction of a Purchaser, and to enable the said *A.* more speedily to perform the Trusts mentioned in the said Will, he the said *E.* for himself and his Heirs **Doth**, at the Request of the said *A.* testified by his Signing and Sealing of these Presents, released and for ever quit claimed, and by these Presents **Doth**, at such Request, testified as aforesaid, release and for ever quit-claim unto the said *A.* and his Heirs, **All** the Estate, Right, Title, Interest, Benefit, Claim, Advantage and Demand whatsoever of him the said *E.* of, in, unto, and out of all that, &c. (*the Parcels.*) In Witness, &c. *Vide* the Conveyance Tit. **Lease and Release.**

Perused by Mr. *W.* (*E.* was himself.)

For further Assurance of a Copyhold Estate, made to the Party admitted thereto in Pursuance of a former Covenant.

Further Assurance.

TO all, &c. **Whereas** the said *A. C.* hath surrendered to *H. H.* of — Esq; and to his Heirs and Assigns, all that Customary or Copyhold Capital Messuage, &c. situate, &c. **And whereas** at a special Court held this Day for the Manor of — the said *H. H.* is duly admitted to the said Copyhold Messuage and Premises, *To hold* to him and his Heirs, according to the Custom of the said Manor: **Now know ye**, that I the said *J. C.* as well in Part of Performance of a Covenant for further Assurance comprised in an Indenture, dated, &c. and made between, &c. as in Consideration of the Sum of, &c. he the said *J. C.* **Doth** remise, released, and for ever quitted Claim, and by these Presents **Doth** fully, clearly and absolutely remise, &c. unto the said *H. H.* his Heirs and Assigns, (in his actual Seisin now being by Virtue of the said Admittance) all such Estate, Right, Title, Interest, Property, Claim and Demand whatsoever, as the said *J. C.* hath or claimeth, or can any wife have or claim, in and to the said Copyhold Capital Messuage, &c. so that neither he the said *J. C.* his Heirs or Assigns, any Estate, &c. shall or will, at any Time hereafter, have, claim or challenge, in and to the Premises, or any Part thereof, but of and from all such Right, &c. shall and will for ever hereafter be barred by these Presents. In Witness, &c.

Of an Annuity.

Recital of Grant of Annuities.

TO all to whom these Presents shall come, We *N. B.* of — and *A. B.* of — send Greeting. **Whereas** *J. B.* of — by his Deed indented, bearing Date the — for the Consideration therein mentioned, did give and grant unto *W. L.* and *R. B.* of — one Annuity or yearly Rent of — to be issuing and payable out of all and singular the Manors, Messuages, Lands and Tenements of him the said *J. B.* called — situate, &c. *To have*, hold, receive and enjoy the said Annuity, or yearly Rent of — to the said *W. L.* and *R. B.* their Executors, Administrators or Assigns, for and during the natural Life of the said *J. B.* payable to them the said *W.* and *R.* their Executors and Assigns, at — during the said Term, as by the said Indenture may and doth more fully appear: **And whereas** since the making the said Deed, the said *W. L.* is dead, and the said *R. B.* him survived:

Death of one Grantee.

And

And whereas the said R. B. by his Deed indented, bearing Date the — for the Confi- Assignment
derations therein mentioned, did grant, bargain, sell assign and set over the said Annuity or of Annuity.
yearly Rent of — unto us the said N. B. and A. B. our Executors and Assigns; To have
hold, receive and enjoy the same, for and during the Term of — from thence next ensuing
and fully to be compleat and ended, if the said J. B. should so long live, as in and by the
said last recited Indenture may more fully appear: **Now know ye**, that we the said N. B.
and A. B. for and in Consideration of the Sum of — to us in Hand paid, at and before the
Sealing and Delivering of these Presents, by G. S. of — O. and R. G. of — the Re-
ceipt whereof we do hereby confess and acknowledge, **Have** remised, released, and for ever
quitted Claim, and by these Presents for us, and either of us, our, and either of our Execu-
tors and Assigns, and every of us, **Do** fully, clearly and absolutely remise, release, and for
ever quit Claim, unto the said G. S. and R. G. their Executors, Administrators and Assigns,
and every of them, as well the said Annuity or yearly Rent of — before mentioned, and
every Part and Parcel thereof, and all Rents, Arrearages of Rents, Penalties, *Nomine Penae's* and
Distresses whatsoever, at any Time or Times heretofore due, or forfeited by Reason of the Non-
payment of the said Annuity of yearly Rent of — or any Part or Parcel thereof, as also all the
Estate, Right, Title, Interest, Property, Claim or Demand whatsoever, which we the said N. B.
and A. B. or either of us, our, or either of our Executors, Administrators or Assigns, now
have, may, might, should or ought to have or claim, of, in, and to the said Annuity or
yearly Rent of — above mentioned, or any Part thereof, by Force and Virtue of the said
several Deeds or Indentures above recited, or either of them, or otherwise howsoever; **We**
have and to hold the said Annuity or yearly Rent of — and every Part thereof, with the
Appurtenances, unto the said G. S. and R. G. their Executors, Administrators and Assigns,
for and during the Rest, Residue and Remainder of the said Term of — now to come and
unexpired, in such Manner, so as neither we the said N. B. and A. B. or either of us, our,
or either of our Executors, Administrators or Assigns, or any of us, shall or may at any Time
or Times hereafter ask, claim, challenge or demand, any Estate, Right Title or Interest, in
or to the same Annuity or yearly Rent of — or any Part thereof, but thereof and there-
from, and from all Actions, Suits, Titles and Demands concerning the same, shall be for ever
debarred by these Presents. **In Witness, &c.**

Of an Annuity in Consideration of being found all Necessaries during Life.

THIS Indenture made, &c. **Between** A. J. of — in the County of — Annuity.
(Widow and Administratrix of J. J. her late Husband, deceased) of the one Part, and
J. S. of — Executrix of the last Will and Testament of V. S. her late Husband deceased,
of the other Part. **Whereas**, (*Recital of the Bequest of the Annuity:*) **And whereas** the
said Annuity or yearly Sum of — so payable to her the said A. J. in manner as aforesaid
has been to her duly paid and satisfied by the said J. S. since the Death of her said Husband
to the Day of the Date of these Presents, which is by her the said A. J. hereby acknowledged
and declared so to be, testified by her being a Party to, and executing of these Presents: **And**
whereas the said A. J. and J. S. have come to a mutual Agreement to and with each
other in Manner as follows, *viz.* The said A. J. hath agreed, that the said Annuity or yearly
Sum of — so payable to her as aforesaid, shall from henceforth be absolutely determined
and extinguished; and that she the said A. J. shall absolutely release and surrender the same
and all her Right and interest therein, unto the said J. S. in such manner as herein after is
mentioned and expressed; and she the said J. S. (in Consideration of such Surrender and Re-
lease to be to her made of the said Annuity or yearly Sum of —) hath agreed, that she,
her Executors or Administrators, at her and their Charge, shall and will, from henceforth
find, provide and allow her the said A. J. with Meat, Drink, Washing, Lodging, Apparel,
and all other proper and sufficient Necessaries whatsoever, during her natural Life, and also
decently bury her, in such Manner as herein after is also mentioned and expressed: **Now**
this Indenture witnesseth, that she the said A. J. (in Pursuance and Performance of her
Part of the said recited Agreement, for the determining and extinguishing of the said Annu-
ity or yearly Sum of — so now payable to her by the said J. S. as aforesaid; and also in
Consideration of the Covenant herein after contained from the said J. S. for finding her the
said A. J. with Meat, Drink, Apparel, and all other Necessaries during her natural Life,
and of burying her in manner as herein aftermentioned, and also for and in Consideration of
the Sum of — of lawful Money of *Great Britain* to the said A. J. in Hand paid by the
said J. S. at or before the Executing of these Presents, the Receipt whereof is hereby ac-
knowledgeed, and for divers other good and valuable Causes and Considerations the said A. J.
thereunto especially moving) **hath** bargained, sold assigned, surrendered and released, and
by

by these Presents **Doth** bargain, &c. unto the said J. S. her Executors and Administrators, **All** that the said Annuity or yearly Sum of — so charged and payable to her the said A. J. and her Assigns, for and during the Term of her natural Life, in Manner as aforesaid, and also all Arrears now due and payable to her the said A. J. for and in respect or on account of the said Annuity, (if any such there be); and all the Right, Title, Interest, Benefit, Advantage, Property, Claim and demand whatsoever, both in Law and Equity of her the said A. J. or of any Person or Persons in Trust for her, of, in or to the said herein before released Annuity or yearly Sum of — and of, in and to every Part and Parcel thereof, by Virtue of the said recited Will of the said V. S. or otherwise howsoever; **To have and to hold** the said Annuity or yearly Sum of — and Premises, and every Part thereof, herein before assigned, released and surrendered, or mentioned or intended so to be, unto and to and for the Use and Benefit of the said A. J. her Executors and Administrators, from henceforth for and during the natural Life of her the said A. J. and that in as full, large, ample and beneficial a Manner, to all Intents and Purposes whatsoever, as she the said A. J. could or might have had, received or enjoyed the same, in case these Presents had not been made: (*Covenant that Releasor has not assigned, &c. to any other, and for further Assurance*): **And this Indenture further witnesseth**, that in Pursuance and Performance of the said recited Agreement, on the Part of the said J. S. to be done and performed, and in Consideration of the Assignment and Release herein before made to her the said J. S. by the said A. J. of the said Annuity or yearly Sum of — so charged and payable to her the said A. J. as aforesaid, and for other good Causes and Considerations the said J. S. thereunto moving, she the said J. S. for herself, her Heirs, Executors and Administrators, and for every of them, **Doth** covenant (*to find A. J. all Necessaries during Life, and to be at the Charge of her Funeral. Vide Tit. Covenants.*) **In Witness, &c.**

For a Man and his Wife to Executors, of an Annuity or Rent-charge granted by the Testator in Trust for the Wife.

THIS Indenture Tripartite, made &c. **Between** J. T. of, &c. and S. his Wife, of the first Part, J. B. of, &c. of the second Part, and the Right Honourable C. Earl of O. and, &c. of the third Part. **Whereas**, &c. (*Recital of a Lease and Release of the Premises to Trustees, to pay D. B. E. B. R. B. and S. B. Brothers and Sisters of said J. B. 100 l. per Ann.*) **And whereas** the said J. T. by his Intermarriage with the said S. is become legally intitled to the said annual Sum of 100 l. per Ann. in the Right of his said Wife: **And whereas** the said C. E. &c. have purchased of the said J. B. for the Sum of, &c. *All* those the Manors, &c. which said Manors and Premises were Part of the Lands purchased by the said Sir J. C. before the Year, &c. and vested in the said J. B. and his Heirs, *Subject* to the Rent-charge, and the same, among other Lands charged, still remaineth charged with the said Annuity of 100 l. granted to the said S. for her Life as aforesaid; and the said J. T. and S. his Wife have, at the Request of the said J. B. agreed to discharge the said Manors, &c. purchased by the said C. Earl of O. and, &c. as aforesaid, of and from the Payment of the said Annuity: **Now this Indenture witnesseth**, that in Performance of the said Agreement, and for discharging the said purchased Manors, &c. from the Payment of the said Annuity, and for and in Consideration of the Sum of 10 s. of, &c. to the said J. L. and S. his Wife, in Hand paid by the said C. Earl of O. &c. at, &c. the Receipt, &c. and for divers, &c. they the said J. T. and S. Wife, at the Request and by the Direction of the said J. B. testified, &c. have, and each of them **hath** remised, released, and for ever quit-claimed, and by these Presents **Do**, and each of them **Doth** remise, &c. unto the said C. Earl of O. &c. their Heirs and Assigns, the said Rent or annual Sum of 100 l. payable to the said S. Wife of the said J. T. for her Life as aforesaid, and all Remedies both at Law and in Equity for recovering the same; and also all such Estate, Right, Title, Interest, Property, Claim and Demand, which they the said J. T. and S. his Wife have, or either of them hath, or of Right ought to have, of, in, to or out of the said Manors, &c. so purchased by the said C. Earl of O. &c. as aforesaid, so that the said J. T. and S. his Wife, and each of them, of and from all such Interest, Claim and Demand, and all Distresses on the said Manors, &c. shall and will be for ever hereafter barred by these Presents (*Covenant added from J. T. that he and his Wife will levy a Fine sur Concesserunt, or sur Grant and Release, which Fine shall enure for the more effectual extinguishing the Annuity, and for discharging the said Manors, &c. therefrom, and that the said C. Earl of O. &c. shall peaceably enjoy without the Let, &c. of the said J. T. and his Wife, or any claiming, &c. the said 100 l. per Ann. free from Incumbrances. Vide Tit. Covenants.*) **And lastly**, it is hereby declared and agreed by and between all the said Parties to these Presents, that the said Manor, &c.

&c. herein before mentioned to be sold, shall be from henceforth discharged of and from the said annual Sum of 100*l.* and the Remedies for Recovering thereof, and all Arrears thereof, if any now due and owing. *In Witness, &c.*

Release of Dower.

Tall, &c. *A.* of, &c. Relict of *B.* late, &c. sends Greeting. *Know ye*, that the said *A.* as well for and in Consideration of the Sum of 10*s.* of lawful, &c. to her in Hand, at or before Sealing and Delivery of these Presents, by her Son, *A. B.* of, &c. well and truly paid, the Receipt whereof the said *A.* doth hereby acknowledge, and thereof doth acquit and discharge the said *A. B.* his Heirs, Executors and Assigns for ever; and for the Love and Affection she hath to her said Son, and for other good Causes and Considerations her thereunto especially moving, she the said *A.* hath granted, remised, released, and for ever quit-claimed, and by these Presents doth fully and absolutely grant, remise, release, and for ever quit-claim unto the said *A. B.* his Heirs and Assigns for ever, all the Dower and Thirds, Right and Title of Dower and Thirds, and all other Right, Title, Interest, Property, Claim and Demand whatsoever, in Law and Equity, of her the said *A.* of, in and to (*a certain Parcel of Land, &c. with the Parcels, and how it descended to A. and B.*) so that she the said *A.* her Heirs, Executors or Administrators, nor any other Person or Persons for her, them, or any of them, have, claim, challenge or demand, or pretend to have, claim, challenge or demand, any Dower or Thirds, or any other Right, Title, Claim or Demand of, in or to the said Premises, but thereof and therefrom shall be utterly debarred and excluded for ever by these Presents. *In Witness, &c.*

A Release of Dower in Consideration of an Annuity given by a Will.

Know all Men by these Presents, that I *M. N.* of, &c. Widow, Relict and Residuary Legatee of *J. N.* late of, &c. Esq; deceased, send Greeting. *Whereas* the said *J. N.* in and by his last Will and Testament, duly signed, sealed, published and declared in my Presence, and with my Approbation, bearing Date the 9th Day of this Instant *October*, did settle and secure unto and upon me the said *M. N.* an Annuity or yearly Rent-Charge of 40*l.* clear of all Taxes and Deductions whatsoever, to be issuing out of all and every his Manors, Messuages, Farms, Lands, Tenements and Hereditaments whatsoever, and to be paid unto me Half-yearly, by equal Payments, with a full Power of Entry and Distress in Case of Non-payment thereof, in Lieu and full Satisfaction of the Dower or Thirds at Common Law, which I might otherwise have, claim or be intitled unto out of all and every the said Manors, Farms and Premises: *Now know ye*, that I the said *M. N.* for and in Consideration of the said Annuity so secured to me as aforesaid, and in Pursuance and Part of Performance of the said last Will and Testament of my said late Husband, do hereby declare myself fully satisfied and contented therewith, and do hereby remise, release, and for ever quit-claim unto *T. H.* of, &c. and *T. F.* of, &c. Trustees appointed in and by the said last Will and Testament of my said late Husband, (in their actual Possession and Seisin now being) and to their Heirs, Executors, Administrators and Assigns for ever, all and all Manner of Dower, Right and Title of Dower, or Thirds, at Common Law, which I may any ways have, claim, challenge or be intitled unto, out of all and every the said Manors, Messuages, Farms, Lands, Tenements and Hereditaments whatsoever, of my said late Husband deceased, or of, in, to or out of the Reversion or Remainder, Rents, Issues and Profits thereof, or of Part or Parcel thereof, with the Appurtenances; so that neither I the said *M. N.* nor any other Person or Persons for me, and in my Name, shall or will at any Time or Times hereafter, by any Ways or Means whatsoever, have, claim, challenge, demand or prosecute any Manner of Dower, Right, Title, Writ or Action of Dower, or any other Estate, Right, Title or Interest, in, to or out of the said Premises, or any Part or Parcel thereof, but of and from all Dower, Right, Title, Writ or Action of Dower, and of and from all other Estate, Right, Title and Interest, in, to and out of the said Premises, and every Part thereof, I the said *M. N.* and any Person or Persons claiming by, from and under me, shall be utterly excluded and barred for ever by these Presents. *In Witness, &c.*

To an Executor for a Legacy.

Whereas *A. B.* of — deceased, in and by his last Will and Testament in Writing, bearing Date on or about — did (amongst other Legacies and Bequests therein contained) give and bequeath unto me *B. B.* his Son, several Legacies therein mentioned, to

wit, The Sum of — and — and the said *A. B.* by his said Will made and constituted *C. B.* and *K. B.* Executors thereof: **Now know all Men** by these Presents, that I the said *B. B.* do hereby confess and acknowledge, that I have had and received of the said *C. B.* and *K. B.* the said several Legacies so to me given by the said *A. B.* and therefore I do by these Presents acquit, release and discharge the said *C. B.* and *K. B.* of and from all Legacies, Dues, Duties and Demands whatsoever, which I, my Executors or Administrators may have, claim, challenge or demand, of or against them, or either of them, by Virtue of the last Will and Testament of the said *A. B.* my late Father deceased. **In Witness, &c.**

By Churchwardens and Overseers of the Poor, to an Executor for a Legacy given for the Use of the Poor.

— Therein contained) appoint the Sum of — to be paid to the Churchwardens and Overseers of the Poor of the Parish of — to be by them placed out at Interest, and the Interest thereof to be applied in — for the Poor of the said Parish for ever, and appointed *E. B.* sole Executor of his said Will: **Now know all** by these Presents, that we whose Names are under written, being the Churchwardens and Overseers of the Poor of the said Parish of — do hereby confess, &c. (as above, mutatis mutandis) which we, our Successors, Executors or Administrators, &c.

Another to an Executor in Trust.

— Did give, devise and bequeath — unto *C. D.* (whom he appointed Executor of the said Will) in Trust that the said *C. D.* should pay unto me *T. B.* his only Child 100 *l.* per Ann. by quarterly Payments, till I should attain the Age of 21 Years, or marry, and then that I should enjoy the Profits of the Remainder of his Estate, as in and by the said Will more plainly appears: **And whereas** the said *C. D.* did accept of the said Executorship and Trust, and I the said *T. B.* have attained the Age of 21 Years, and the said *C. D.* hath now made up an Account with me the said *T. B.* of all Monies received and paid by the said *C. D.* and of all Transactions in Pursuance of the said Executorship and Trust, and hath not only paid me the Balance of such Accounts, but hath also delivered me all Writings and Papers belonging to the Estate of the said *A. B.* **Now know all** by these Presents, that I the said *T. B.* being fully satisfied in the Premises, have remised, released and for ever discharged, and do hereby remise, release and for ever discharge the said *C. D.* his Executors and Administrators, of and from all Reckonings, Accounts and Sums of Money by him had or received in Pursuance of the said Will or Trust, or by Means of his being Executor of the Will and Testament of the said *A. B.* and of and from all other Reckonings, Accounts and Demands whatsoever, from the Beginning of the World to the Day of the Date hereof. **In Witness, &c.**

Release from several Legatees of a Legacy to the Executor of an Executor, &c.

THIS Indenture, &c. Between, &c. Whereas, &c. And whereas the said *J. H.* is lately deceased, having also made and duly executed his last Will and Testament in Writing, and thereby appointed her the said *W. P.* Executrix thereof, as by the same Will by her likewise duly proved, Relation being thereunto had, may also more at large appear: **And whereas** the said *J. H.* did not in his Life-time pay the said Sum or Legacy of 60 *l.* so given to him the said *G. H. E. M. L. F.* and *S.* as aforesaid, nor hath the same, or any Part thereof, been paid to them since his Death, and they being now legally intitled to receive the same, and she the said *W. P.* as Executrix of the said *J. H.* having Assets of the said *N. H.* now in her Hands, hath agreed to pay the same: **Now this Indenture witnesseth**, that for and in Consideration of the said Sum of 60 *l.* of lawful Money by the said *W. P.* at or before the Executing thereof, well and truly paid in Manner as follows, *viz.* The Sum of 10 *l.* Part thereof, to the said *G. H.* the Sum of 10 *l.* other Part thereof, to the said *E. H.* the Sum of 10 *l.* other Part thereof, to the said *E.* and *M.* his Wife, or one of them, the Sum of 10 *l.* other Part thereof, to the said *L. H.* the Sum of 10 *l.* other Part thereof, to the said *F. H.* and the Sum of 10 *l.* Residue thereof, to the said *S. H.* (which said several Sums so paid as aforesaid, making in the Whole the said Legacy or Sum of 60 *l.* is the same Legacy of 60 *l.* in and by the Will of the said *N. H.* so by him given as aforesaid to them the said *G. E. M. L. F.* and *S.* and the same is by them hereby respectively declared to be in full Discharge of their said Legacy of 60 *l.*) the Receipt of which said Sum of 60 *l.* so paid in Manner as aforesaid, they the said *G. H. E. H. E.* and *M.* his Wife, *L. H. F. H.* and *S. H.* do hereby severally and respectively confirm and acknowledge, and thereof and of every Part

Part thereof do, and each of them doth acquit, exonerate and for ever discharge the said *W. P.* her Executors, Administrators and Assigns, by these Presents, and for divers other good Causes and valuable Considerations them thereunto especially moving, they the said *G. H. E. H. E.* and *M.* his Wife, *L. H. F. H.* and *S. H.* **Have**, and each and every of them **hath**, and by these Presents **Do**, and each and every of them **Doth** fully, freely, clearly and absolutely discharge, remise, release and for ever quit-claim unto the said *W. P.* her Executors and Administrators, **As well** the said Sum or Legacy of 60*l.* so given to them by the said Will of the said *N. H.* aforesaid, as also all and all Manner of Actions, Suits, Claims and Demands whatsoever or howsoever, either at Law or in Equity, which they the said *G. H. E. H. E.* and *M.* his Wife, *L. H. F. H.* and *S. H.* any or either of them, or any other Person or Persons in Trust for them, any or either of them, now have or hath, or which at any Time or Times hereafter can, shall or may have, claim, challenge or demand against the said *W. P.* her Executors or Administrators, and all other the Representatives of the said *J. H.* and *N. H.* deceased, any or either of them, for, by Reason or on Account of the said Legacy or Sum of 60*l.* so as aforesaid given them, and hereby respectively paid to them in Manner as aforesaid. **In Witness, &c.**

From the Children (Legatees) to the Executor, for their respective Shares of what their Father gave them by his Will. See Tit. Bonds, for a Bond from the Legatees to refund, if Debts appear.

TD all, &c. *T. S.* of, &c. *J. S.* of, &c. *B. S.* of, &c. *R. S.* of, &c. and *S. S.* of, &c. send Greeting. **Whereas** *T. S.* late, &c. deceased, by his last Will, &c. bearing Date, &c. did (among other Legacies) give and bequeath unto his five Sons, or so many of them as should be living at the Time of his Decease, all his ready Money, &c. to be equally divided between them Share and Share alike, and of his Will made and ordained *J. B.* of, &c. full and whole Executor, and by his said Will directed the Part or Share of his Son *T. S.* to be paid him by his Executor by 50*s.* a Quarter till the Whole should be paid, as by the said Will, Relation, &c. **And whereas** the said *J. B.* at the Request of the said *T. S.* and for his Advancement in the World, and enabling him to set up and carry on his Trade of — which he now useth, hath consented and agreed to advance and pay unto him the said *T. S.* on the Sealing and Delivery hereof, all his said Part and Share of the Estate left him by his said late Father: **And whereas** the said *J. B.* hath made an equal Dividend of the Estate of the said *T. S.* deceased, given by his Will, unto and amongst his said five Sons, to be paid to them the said *T. S. J. S. B. S. R. S.* and *S. S.* being the five Sons of the said *T. S.* deceased, that were living at the Time of his Decease, in full of their respective Parts and Shares of the said Estate: **Now know ye**, that they the said *T. S. J. S. B. S. R. S.* and *S. S.* on the Day of the Date of these Presents, have, each and every of them severally and respectively, had and received of and from the said *J. B.* the Sum of, &c. a-piece, in full Payment and Satisfaction of and for their several and respective Parts and Shares of and in the said Estate, Goods and Effects of their said late Father, given and bequeathed unto them in and by his said Will, the several and respective Receipts of which said several and respective Sums of, &c. each, they the said *T. S. J. S. B. S. R. S.* and *S. S.* do hereby severally and respectively acknowledge, and themselves to be therewith severally and respectively fully paid and satisfied, and of and from the same, and all Legacies and Bequests, and all Actions, Suits, Arrests, Troubles, Damages, Claims and Demands whatsoever, that shall in any wise happen or arise for or concerning the same respectively, or any Part thereof, they the said *T. S. J. S. B. S. R. S.* and *S. S.* for themselves severally and respectively, and not jointly, and for their several and respective, and not joint Executors and Administrators, and for every of them, do remise, release, acquit and discharge the said *J. B.* his Executors and Administrators, and every of them, for ever, by these Presents. **In Witness, &c.**

Release on paying a Residuary Legacy.

Whereas *J. K.* late of, &c. deceased, by his last Will and Testament dated the 10th Day of *October* 1739. gave to his Daughter *S.* the Wife of *E. E.* 1*s.* and all the Residue of his Effects he gave to his Daughters *L. J.* and *P.* equally to be divided between them Share and Share alike, and made the said *L.* Executrix thereof: **And whereas** the said *J. K.* died on the first of *June* Instant, and the said *L.* (now the Wife of *T. P.*) has proved the said Will in the Prerogative Court of *Canterbury*, and taken upon her the Execution thereof: **And whereas** the said *P.* now *P. C.* has agreed to accept of her the said *L.* 10*l.* in full for her said Share of the said Residue of her said late Father's Effects; and the said *L.* agrees to acquit the said *P.* from paying or contributing to pay any Thing towards the Satisfaction

Satisfaction of her said Father's Debts or Funeral Expences : **Now these Presents witness,** that the said *P. C.* in Consideration of the said *L.*'s paying her the said Sum of 10 *l.* the Receipt whereof she does hereby acknowledge, and in further Consideration of the said recited Agreement, has released and acquitted, and by these Presents does for herself, her Executors, Administrators and Assigns, release and acquit the said *T. P.* and *L.* his Wife, and either of them, their Executors and Administrators, of and from the said Legacy so bequeathed by her said Father, and of and from all Claims and Demands which she, or any Person whatsoever, under or on her Account, shall have or pretend to claim on Account of the said Will or Effects of her said Father in any wise howsoever, and of and from all Actions, Suits, Costs, Charges and Damages on Account of the same. **In Witness, &c.**

*Of Legacies charged on an Estate, Legatees compounding to accept 80 *l.* for 100 *l.**

Recital of
Will.
Of Composition.

Whereas *F. M.* of ——— deceased, by his last Will and Testament in Writing, bearing Date, &c. did demise unto his Brother *O. M.* and his Heirs, *All, &c.* (reciting the Will) as by the said Will more fully appears : **And whereas** the several Legatees have agreed to accept of the Sum of 80 *l.* a-piece, instead of the said Legacy of 100 *l.* a-piece. **Now know ye,** that we the said *T. M.* of ——— and *J. B.* of ——— do acknowledge to have had and received of the said *O. M.* in full Satisfaction of and for our said several Legacies given to us in and by the said Will of the said *F. M.* and in Consideration thereof we **have** remitted, released and for ever quit-claimed, and by these Presents for us and every of us, our and every of our Heirs, Executors, Administrators and Assigns, **Do** fully, clearly and absolutely remise, &c. unto *J. F.* of ——— (in his full and peaceable Possession and Seisin of, &c. being, and to his Heirs and Assigns for ever) all our and every of our Estate, Right, Title, Interest, Equity, Claim and Demand whatsoever, of, in or to all that, &c. called, &c. containing, &c. with the Appurtenances lying, &c. now in the Occupation of, &c. which he the said *J. F.* hath lately purchased of, &c. so as neither we the said *J. M.* and *J. B.* or either of us, our or any of our Heirs, Executors or Assigns, shall, may or can at any Time hereafter ask, claim, challenge or demand any Estate, Right, Title or Interest, of, in or to the Premises or any Part or Parcel thereof, but thereof and therefrom shall be utterly secluded and barred for ever, by these Presents. **In Witness, &c.**

By such Legatees as are living, and the Executors, &c. Representatives of such as are Dead.

THIS Indenture Sextipartite made, &c. **Between** *E. S.* Widow, Relict and Administratrix of her late Husband *J. S.* late of ——— deceased, of the first Part ; *K. S.* Widow, Relict and Administratrix of her late Husband *D. S.* late of ——— deceased, of the second Part ; *S. S.* of ——— Administrator with the Will annexed of his late Brother *J. S.* deceased, and surviving Residuary Legatee in the same Will, of the third Part ; *G. W.* of ——— (Administrator of *S. W.* his late deceased Wife) of the fourth Part ; *W. S.* of ——— (eldest Son and Heir, and sole Executor of the last Will and Testament of *W. S.* late of ——— deceased, and Administrator of *S. S.* his late Brother deceased) of the fifth Part ; and ——— (a Trustee for *W. S.*) of the sixth Part. **Whereas, &c.** (Recital of *W. S.*'s Will, whereby he gave (inter alia) to his Wife *M.* his Messuage, &c. and gave his Son *T. S. J. S. D. S. J. S. S. S.* his Daughter *S. W.* (then *S. S.* late Wife of the said *G. W.*) 80 *l.* a-piece, and appointed Half thereof to be paid by his Executor within a Month after they should come of Age, and the other Half within three Months after the Testator's Wife's Death, and charged his Premises with Payment thereof, and made his Son *W. S.* sole Executor : Recital of Testator's Death and Probate of his Will by Executor, and that the Executor paid his Brothers and Sister Half their Legacies, according to said Will ; that *T. S.* died Intestate, and Administration granted to his Brother *W.* (Party hereto) ; that *J.* died Intestate, and Administration granted to his Widow *E.* that *D. S.* died Intestate, and Letters of Administration granted to said *K. S.* his Widow ; that *J. S.* died, giving by his Will (after some Legacies) the Residue of his personal Estate to his Brothers and Sister the said *J. S. D. S. J. S.* and *S. S.* and made his Brother *D. S.* sole Executor ; that *D.* died Intestate without proving said Will, and Administration with the Will annexed was granted to *S.* that *S.* married said *G. W.* and died, and *G. W.* administered ; and that about November last the Widow of the Testator *W. S.* died, whereby the remaining Moiety of the said Legacies given by him are due) : **Now this Indenture witnesseth,** that for and in Consideration of the Sum of 40 *l.* of, &c. (being the remaining Moiety of the said Legacy of 80 *l.* so bequeathed by the said *W. S.* the Testator, to the said *J. S.* as aforesaid) in Hand, &c. paid

Consideration.
40 *l.* to *E. S.*

paid to the said E. S. by the said W. S. (Party hereto) at, &c. **And also** for and in Consideration of the Sum of 40 l. of like Money (being, &c. to the said D. S. as aforesaid) in Hand, &c. paid to K. S. by the said W. S. (Party hereto) at, &c. **And also** for and in Consideration of the several Sums of 40 l. and 40 l. of, &c. (amounting together to the Sum of 80 l. to S. S. and being the remaining Moieties of the said two several Legacies of 80 l. and 80 l. so bequeathed by the said W. S. the Testator, to the said J. S. respectively as aforesaid) in Hand, &c. to the said S. S. by, &c. at, &c. **And also** for and in Consideration of the Sum of 40 l. of, &c. (being, &c.) to the said S. S. (afterwards S. W. as aforesaid) in Hand, &c. to the said G. W. by the said W. S. (Party hereto) at, &c. the Receipt and Payment of which said several Sums of, &c. the said E. S. K. S. S. S. and G. W. do hereby severally and respectively acknowledge, and thereof, &c. **They** the said E. S. K. S. S. S. and G. W. **Have**, and each and every of them **hath** remised, released and for ever quit-claimed, and by, &c. **Do**, and each of them the said E. S. &c. for him, her and themselves severally and respectively, and for his, her and their several and respective Heirs, Executors and Administrators, **Doth** fully, clearly and absolutely remise, release and for ever quit-claim unto the said W. S. (Party hereto) his Heirs, Executors, Administrators and Assigns, **All** and every the said several and respective Legacies, and all and every other Legacy and Legacies, Claim and Claims, Demand and Demands whatsoever, either at Law or in Equity, which they or any and every of them now hath, or which they or any of them can or may at any Time hereafter have or claim against the said W. S. (Party hereto) his Heirs, Executors or Administrators, either in relation to the said respective Legacies or otherwise howsoever; **And also** the said Messuage, &c. (all which said Messuages, &c. are now in the actual Possession and Seisin of the said W. S. Party hereto) and the Reversion and Reversions, Remainder and Remainders, Rents reserved, yearly and other Rents, Issues and Profits of the same Premises and every Part thereof; and all the Estate, Right, Interest, Trust, Claim and Demand whatsoever either in Law or Equity, of them the said E. S. &c. and of every or any of them, in, to or out of the said Messuage, &c. **To have and to hold** the said Messuage, &c. unto the said W. S. (Party hereto) his Heirs and Assigns, **To the only Use** and Behoof of the said W. S. (Party hereto) his Heirs and Assigns for ever; **So** that neither they the said E. S. K. S. S. S. and G. W. nor any of them, nor their, nor any of their Heirs, Executors nor Administrators, nor any other Person or Persons for or in Trust for him, her or them or any of them, or in his, her or any of their Name or Names, or in the Name or Names, Right or Stead of any of them, shall or will by any Ways or Means hereafter have, claim, challenge or demand any Estate, Right, Title or Interest, of, in or to the Premises or any Part or Parcel thereof: **And this Indenture further witnesseth**, that the said W. S. (Party hereto) Administrator, as aforesaid, to the said J. S. intending hereby to alter the Property of the Sum of 40 l. being the remaining Moiety of the said Legacy of 80 l. (so bequeathed by the said W. S. the Testator to the said J. S. as aforesaid) **hath** (for the Purpose aforesaid; and for and in Consideration of the Sum of 5 s. of, &c. to him paid by the said — the Receipt, &c.) bargained, sold, assigned, transferred and set over, and by these Presents the said W. S. (Party hereto) **Doth** bargain, &c. unto the said — his Executors, Administrators and Assigns, **All** the said Sum of 40 l. being the remaining Moiety of the said Legacy of 80 l. (so bequeathed by the said W. S. the Testator, to the said Testator as aforesaid); **To have and to hold** the same unto the said — his Executors, Administrators and Assigns; **In Trust nevertheless** for the said W. S. (Party hereto) and for his only Use and Benefit. **In Witness, &c.**

From Legatees, of Legacies charged on Lands, made to a Mortgagee, he having foreclosed; and of the Lands so charged.

T**O** all, &c. J. W. of, &c. sendeth Greeting. **Whereas** J. W. of, &c. in and by his last Will, &c. bearing Date, &c. (wherein reciting that J. G. had by his Will, &c. dated, &c. appointed his Land in C. to be sold for the Payment of his Debts and Legacies, and made the said J. W. his Residuary Legatee) he the said J. W. of, &c. did devise to R. G. all his Equity to the real and personal Estate of the said J. C. upon Trust (amongst other Things) to pay to the said J. W. Party, &c. the annual Sum of, &c. **And whereas** the Trustees named in the said J. C.'s Will did, together with the said J. W. of, &c. mortgage the said Lands in C. to P. C. and J. C. and their Heirs, redeemable upon Payment of, &c. and Interest, which said mortgaged Premises since legally vested in R. B. of, &c. and his Heirs, redeemable on Payment of, &c. and Interest: **And whereas** the said R. B. on or about the, &c. exhibited his Bill in the Honourable and High Court of Chancery, against the said J. W. of, &c. to foreclose his Equity of Redemption in and to the said

faid Lands at C and afterwards did duly foreclose him, so that by Reason of the several Conveyances in Fee, executed by the said *J. W.* of, &c. after the making his said Will, and the Foreclosure, the said *J. W.*'s Will became void, and the said *J. W.* of *L.* could not have any Benefit thereby: **Now know ye**, that for the Prevention of all Suits, and quieting the said *R. B.* in the Possession of the said mortgaged and foreclosed Premises, and in Consideration of the Sum of 5*s.* of, &c. to him the said *J. W.* in Hand paid by the said *R. B.* at, &c. the Receipt, &c. **He** the said *J. W.* of *L.* **hath** remised, released, and for ever quit-claimed, and by these Presents doth fully, clearly and absolutely remise, &c. unto the said *R. B.* his Heirs, Executors and Administrators, and to the Executors and Administrators of the said *J. W.* of, &c. the said respective Legacies of, &c. and all his Right, Title and Demand, in and to the same; and all Action and Actions, Cause and Causes of Actions, both at Law, Equity or any Ecclesiastical Court, Property, Claim and Demand, in, to, for, touching or concerning the said Legacies, or either of them, on which he can or may challenge, claim or demand, by Virtue of the said Will of the said *J. W.* of, &c. or any Legacy, Bequest, Devise or other Matter or Thing whatsoever, contained in the said Will: **And know ye further**, that the said *J. W.* of *L.* for the Consideration aforesaid, **hath** remised, &c. and by, &c. **Doth**, &c. unto the said *R. B.* his Heirs and Assigns, in his actual Seisin and Possession now being, all such Estate, Title and Interest as he hath, or claimeth, or can or may any Way have or claim, either in Law or Equity, of, in or to all or any the Lands, Tenements or Hereditaments, late of the said *J. C.* or the said *J. W.* and now in the Possession of the said *R. B.* in or near C. aforesaid, in the said County of, &c. either by Reason of the said Legacies or otherwise howsoever, so that he the said *J. W.* of *L.* his Heirs, Executors, Administrators and Assigns, of and from all such Right, Title and Interest, shall and will for ever hereafter be utterly barred and excluded by these Presents. (*Covenant that the Releasor has not assigned the Legacies, nor done any Act to incumber the Premises.*) **In Witness, &c.**

Release from several Legatees to an Executor, with a Covenant to refund (in case of Deficiency in Payment of the other Legacies) in Proportion.

THIS Indenture, &c. Between *B. J.* of, &c. Widow, *T. J. M. S. A. D. E.* and *F. J.* Spinsters, the six Daughters, of the said *T. J.* and *S. H. W.* of — (which said *B. J. T. J.* and his six Daughters, and the said *S. H. W.* are nine of the Legatees named in the last Will and Testament of *J. J.* late of, &c. Gent. deceased, of the one Parr, and *J. Q.* of, &c. and *W. Q.* of, &c. Executors of the last Will and Testament of the said *J. J.* deceased, of the other Part. **Whereas** the said *J. J.* by his last Will and Testament in Writing, duly executed, bearing Date on or about the first Day of *October*, which was in the Year of our Lord 1736, did thereby (amongst several other Legacies by him given to the several other Persons therein named) give unto the said *B. J.* the Sum of 500*l.* to his Uncle the said *T. J.* the Sum of 200*l.* in Money, and the Sum of 100*l.* to put himself and Family in Mourning, and to his six Daughters the Sum of 100*l.* a piece, and to the said *S. H. W.* the Sum of 300*l.* and of his said Will appointed the said *J. Q.* and *W. Q.* Executors thereof who have since duly proved the same, and taken upon them the Burthen and Execution thereof, but having not as yet got in all their Testator's Estate and Effects, are not satisfied that the same will be sufficient to pay all the Testator's Debts and Money Legacies by his said Will given to the said Legatees, Parties hereto, and the several other Legatees in his said Will named: **And whereas** they the said *J. Q.* and *W. Q.* at the special Instance and Request of the above named *B. J. T. J. M. S. A. D. E.* and *F. J.* and *S. H. W.* have agreed to pay them respectively their said several Legacies so given to them as aforesaid, and they the said *B. J. T. J. M. S. A. D. E.* and *F. J.* and *S. H. W.* in Consideration thereof have agreed to give to them the said *J. Q.* and *W. Q.* a general Release for the same, in such Manner as herein after is mentioned; and in case the said Testator's Estate and Effects shall not be sufficient to pay and satisfy all his Debts and Money Legacies by his said Will given to them, and the several other Legatees therein named, to refund and repay to the said *J. Q.* and *W. Q.* out of their respective Legacies so now paid to them, a proportionable Part of their said Legacies so now paid to them, to make good any such Deficiency, in such Manner as herein after is also mentioned: **Now this Indenture witnesseth**, That the said *B. J. T. J. M. S. A. D. E.* and *F. J.* and *S. H. W.* in Pursuance and Part of Performance of their said recited Agreement, and in Consideration of the several Sums of lawful Money of *Great Britain* herein after mentioned to be to them respectively paid by the said *J. Q.* and *W. Q.* that is to say, The said Sum of 500*l.* to the said *B. J.* the said Sum of 300*l.* to the said *T. J.* the said Sum of 100*l.* a-piece to the said *M. S. A. D. E.* and *F. J.* and the said Sum of 300*l.* to the said *S. H. W.* at or before the Sealing and Delivery of these

these Presents, the Receipt of which said several Sums of 500*l.* 300*l.* 100*l.* 100*l.* 100*l.* 100*l.* 100*l.* 100*l.* and 300*l.* they the said *B. J. T. J. M. S. A. D. E.* and *F. J.* and *S. H. W.* do hereby respectively acknowledge, and thereof, and of and from every Part and Parcel thereof, do severally and respectively acquit, exonerate and for ever discharge the said *J. Q.* and *W. Q.* their Executors and Administrators and every of them by these Presents; and for divers other good, &c. they the said *B. J. T. J. M. S. A. D. E.* and *F. J.* and *S. H. W.* have, and each and every of them hath, remised, released and for ever quit-claimed, and by these Presents Do, and each and every of them Doth, freely, clearly and absolutely remise, release and for ever quit-claim unto the said *J. Q.* and *W. Q.* their Executors and Administrators, and all other the Representatives of the said *J. J.* deceased, as well the said several Legacies of 500*l.* 300*l.* 100*l.* 100*l.* 100*l.* 100*l.* 100*l.* 100*l.* and 300*l.* so respectively given to them the said *B. J. T. J. M. S. A. D. E.* and *F. J.* and *S. H. W.* by the Will of the said *J. J.* as aforesaid, as also of and from all and all Manner of Action and Actions, Suit and Suits, either in Law or Equity, which they the said *B. J. &c.* any or either of them, their or any or either of their Executors or Administrators at any Time hereafter, can, shall or may have, claim, challenge or demand against the said *J. Q.* and *W. Q.* their Executors and Administrators, and all other the Representatives of the said *J. J.* deceased, for, by Reason, or on Account of the said several Legacies so given, and payable to them the said Legatees, Parties hereto, as aforesaid, or for, by Reason or on Account of any other Matter, Cause or Thing whatsoever, to the Day of the Date of these Presents: **And this Indenture further witnesseth,** That the said *B. J. T. J. &c.* in Pursuance and full Performance of their said recited Agreement, and in Consideration of the said several Sums of Money so respectively paid to them by the said *J. Q.* and *W. Q.* as aforesaid, do for themselves, severally and respectively, and not jointly, and for their several and respective Heirs, Executors and Administrators, covenant, promise and agree to and with each of them the said *J. Q.* and *W. Q.* their Executors, Administrators and Assigns, by these Presents, that in case the Estate and Effects of the said *J. J.* deceased, by Reason of bad Debts or otherwise, shall not be sufficient to pay all his just Debts and Legacies by his said Will given to them the said Legatees, Parties to these Presents, and the several other Legatees therein named; that then and in such case, they and each and every of them the said *B. J. T. J. &c.* and their respective Executors and Administrators, shall and will, within the Space of — next after such Deficiency shall be fully made appear by them the said *J. Q.* and *W. Q.* or the Survivor of them, his Executors or Administrators, refund and repay out of their respective Legacies so now paid to them as aforesaid, a proportionable Part thereout, unto the said *J. Q.* and *W. Q.* and the Survivor of them, his Executors or Administrators, to the End and Intent to satisfy and make good such Deficiency of the said Debts and Legacies so happening as aforesaid, and so as all and every the Legatees in the said Will named, may be satisfied and paid their several Money Legacies so respectively given to them by the said Will of the said *J. J.* in equal Proportions, in case the said Testator's Estate shall not be sufficient to pay and satisfy the full Money Legacies by the said Testator given to the several Legatees in the said Will named. **In Witness,** &c.

A Release and Indemnification from the Vestry of a Parish to two Executors, for a Legacy given to a charitable Use by their Testator.

THIS Indenture, &c. Between — and — Churchwardens and Overseers, and other the Parishioners, Vestry-Men of the Parish Church of *L. L.* in the County of *E.* whose Hands and Seals are hereunto subscribed and set, of the one Part, and *A. K.* the Elder of, &c. and *R. F.* of, &c. (Executors of the last Will and Testament of *R. J.* late of, &c. deceased) of the other Part. **Whereas** the said *R. J.* by his last Will and Testament in Writing, bearing Date the 19th Day of *May* which was in the Year of our Lord 17— did thereby (amongst other Things) give to the poor People residing in the six Almshouses belonging to the Parish of *L. L.* aforesaid, the Sum of 200*l.* to be distributed by his Executors at 30*s.* a Year yearly to each Person, until the whole Sum should be expended, and of his said Will appointed the said *A. K.* and *R. F.* Joint Executors, as by the said Will duly proved in the proper Ecclesiastical Court, Relation being thereunto had, more fully may appear: **And whereas,** at the special Instance and Request of the said Churchwardens, Overseers and other the Vestry-Men of the said Parish of *L. L.* executing these Presents, they the said *A. K.* and *R. F.* have, on the Day of the Date hereof, actually paid into the Hands of the said — *H.* (one of the Churchwardens of *L. L.* aforesaid) the said Legacy or Sum of 200*l.* to be paid and applied for the Use of the Poor of the said Almshouses according to the Will of the said *R. J.* and previous to such Payment of the said 200*l.*

200 *l.* it was agreed, that the said Churchwardens, Overseers and other Vestrymen, Parties to and executing of these Presents, should give a Release to them the said *A. K.* and *R. F.* for the said 200 *l.* Legacy, and also to indemnify them on Account of such their Payment thereof, in such Manner as herein after is mentioned and expressed : **Now this Indenture witnesseth**, that they the said Churchwardens and Overseers, and other Vestrymen of the Parish of *L. L.* aforesaid, executing these Presents, (in Pursuance and Part of Performance of their said recited Agreement) do hereby for themselves and for their Successors, acknowledge and declare that the said Sum of 200 *l.* so paid by them the said *A. K.* and *R. F.* unto the said ——— *H.* as aforesaid, was so paid for the Use of the Poor of the said Almshouses, at the Request and by and with the Direction and Appointment of the said Churchwardens, &c. and in Consideration of such Payment so made of the said 200 *l.* for the Intent and Purpose aforesaid, they the said Churchwardens, &c. **Have**, and by these Presents **Do**, and each and every of them **Doth** freely, clearly and absolutely remise, release, and for ever quit-claim unto the said *A. K.* and *R. F.* **As well** the said Legacy or Sum of 200 *l.* so given by the said *R. J.* to the Poor of the said six Almshouses as aforesaid, and all Interest Money now due for the same, **As also** of and from all and all Manner of Actions, Suits, and Suits, Cause and Causes of Actions and Suits, either at Law or in Equity, or otherwise howsoever, which they the said Churchwardens, Overseers, and other the Vestrymen of the Parish of *L. L.* aforesaid, executing these Presents, now have, ever had, or which they or their Successors for the Time being, or any of them, at any Time hereafter can, shall or may have, claim, challenge or demand against them the said *A. K.* and *R. F.* or either of them, their or either of their Heirs, Executors or Administrators, and all and every other the Representatives whatsoever of the said *R. J.* for, by Reason or on Account of the said Legacy of 200 *l.* so by him given and payable to the Poor of the six Almshouses of *L. L.* as aforesaid, or for, or by Reason or on Account of any other Matter, Cause or Thing whatsoever touching or concerning the same. **And this Indenture further witnesseth**, that they the said Churchwardens, &c. (in Pursuance and full Performance of their said recited Agreement, and in Consideration of the said Sum of 200 *l.* so paid unto the said ——— *H.* to be paid and applied for the Use of the Poor of the said six Almshouses aforesaid) do hereby for themselves and their Successors, and for every of them, covenant, promise and agree to and with the said *A. K.* and *R. F.* their Heirs, Executors and Administrators, by these Presents, in Manner as follows, *viz.* That they the said Churchwardens, &c. and their Successors for the Time being, shall and will at any Time hereafter, upon the reasonable Request of the said *A. K.* and *R. F.* their Heirs, Executors or Administrators, make, do, give and execute any further Release or Discharge for the said Legacy or Sum of 200 *l.* unto the said *A. K.* and *R. F.* their Heirs, Executors and Administrators, and all other the Representatives of the said *R. J.* as by them, or either of them, or their, any or either of their Counsel learned in the Law, shall in that Behalf be reasonably advised or required, so as no Persons for the doing thereof be compelled or compellable to go from their then Place of Abode or Habitation ; **And lastly**, that they the said Churchwardens, &c. and their Successors for the Time being, shall and will, from Time to Time, and at all Times hereafter, well and sufficiently save harmless and keep indemnified the said *A. K.* and *R. F.* their Heirs, Executors and Administrators, and all other the Representatives of the said *R. J.* and their and every of their Real and Personal Estates, of, from and against all and all Manner of Actions, Suits, Costs, Charges, Damages and Expences whatsoever, which at any Time hereafter shall or may arise, fall or happen to them the said *A. K.* and *R. F.* their Heirs, Executors and Administrators, or any of them, for or by Reason or on Account of their Payment of the said 200 *l.* Legacy, unto the said ——— *H.* to be paid and applied to the Use of the Poor of the said six Almshouses aforesaid, or for or by Reason of any Misapplication of the same, contrary to the true Intent and Meaning of the Will of the said *R. J.* or otherwise howsoever touching or concerning the same. **In Witness, &c.**

Of a Power reserved in a Deed.

Power in a
Deed.

T*D* all, &c. I Sir *T. L.* of, &c. send Greeting. **Whereas**, &c. (*Recital of the Deed to the End of the Uses and the Proviso*) as in and by, &c. **And whereas** I the said Sir *T. L.* have, with the Concurrence of *R. L.* my now eldest Son, by Sale of the said Manor of *M.* and other Lands, &c. and by Sale of a Messuage and certain Lands in, &c. raised the Sum of 7000 *l.* and therewith preferred my Daughter in Marriage, which said Sum of, &c. so raised as aforesaid, I did agree should be in full Satisfaction, Extinguishment and Discharge of the said Power, so that the said Manor, &c. herein before mentioned, subject to the said Power, ought to be freed, released and exonerated from the said Power ; and I did further agree, that I would absolutely release the said Power : **Now know ye**, that I the said Sir *T. L.* pursuant to the said Agreement, and for divers other good Causes, &c. **Have** released, extinguished

extinguished and discharged, and by these Presents **Do** fully, clearly and absolutely release, &c. by the said recited Power for raising 7000 l. as aforesaid, and all the Lands, &c. therein comprised, or subject thereunto, so that I the said Sir T. L. shall nor, nor will, at any Time or Times hereafter, raise the same, or any Part thereof, or hereafter charge the said Manors, &c. with the Payment thereof, or any Part thereof. **In Witness, &c.**

Release of a Trust.

T**O** all to whom this present Writing shall come, I A. B. of — send Greeting. **Trust.**
Whereas by one Indenture bearing Date the — made between, &c. (*here recite the Deed*) in which said Indenture, I the said A. B. do hereby declare, that my Name was only used in Trust for the Benefit and Behoof of C. D. of — **Now know ye**, that I the said A. B. in Discharge of the Trust reposed in me, at the Request of the said C. D. have remised, released and surrendered; assigned and set over, and by these Presents, for me, my Executors and Administrators, do freely and absolutely remise, release, surrender, assign and set over unto the said C. D. his Executors; Administrators and Assigns, all the Estate, Right, Title, Interest, Use, Trust, Benefit, Privilege and Demand whatsoever, which I the said A. B. have, or may have or claim, of, in or to the said Premises, or of and in any Sum of Money, or other Matter or Thing whatsoever in the said Indenture contained, mentioned and expressed, so that neither I the said A. B. my Executors or Administrators, or any of us, at any Time hereafter, shall or will ask, claim, challenge or demand any Interest, Use, Benefit, Trust, Privilege, or other Thing, in any Manner whatsoever, by Reason or Means of the said Indenture, or any Covenant therein contained, but thereof and therefrom, and from all Actions, Suits and Demands, which I my Executors, Administrators or Assigns, may have concerning the same, shall be utterly excluded and for ever debarred by these Presents. **In Witness, &c.**

For Money decreed in Chancery.

N**O****W** all by these Presents, that I H. P. of — do hereby acknowledge to have had and received of J. B. the full Sum of — of lawful *British* Money, adjudged to be paid unto me by a Decree of the High Court of Chancery, made the — Day of — in a Cause there depending between me the said H. P. Complainant, and the said J. D. Defendant, being in full of all Matters in Question and Demand in the said Cause; and I do for myself, my Executors and Administrators, acquit, release, exonerate and discharge the said J. B. his Executors and Administrators, of and from the said — and every Part thereof, and of and from all Interests, Costs, Damages, and other Demands, for, touching or concerning the same. **In Witness, &c.**

By way of Extinguishment, by Indenture, of Right or Claim to Freehold and Copyhold Lands, sold pursuant to a Decree in Chancery.

T**H****I****S** Indenture, made, &c. **Between** J. G. of, &c. Son and Heir of J. G. late **Extinguishment.**
of, &c. deceased, of the one Part, and M. W. of, &c. of the other Part. **Whereas** the said J. G. the Father being seized, &c. (*Recital that J. G. the Father made his Will, dated, &c. and thereby devised his Estate to his Wife and A. B. &c. Trustees, to be sold, which was accordingly done by the Direction of the Court of Chancery, and J. G. Party hereto, joined with the said Trustees, and for a further Consideration, and absolutely to extinguish his Right, makes this present Conveyance*): **Now this Indenture witnesseth**, that for the barring and extinguishing all the Estate, Right, Title and Interest of the said J. G. Party hereto, unto the said Freehold and Copyhold Premises so conveyed and surrendered to or in Trust for the said M. W. as aforesaid, and for and in Consideration of the Sum of 11600 l. paid by the said M. W. for the absolute Purchase of the said Freehold and Copyhold Messuages, &c. and of the Sum of 10 s. of, &c. to the said J. G. Party hereto, by the said M. W. in Hand paid by the said M. W. at, &c. the Receipt, &c. and for divers, &c. **De** the said J. G. Party hereto **hath** remised, released, and for ever quit-claimed, and by these Presents **Doth** fully clearly and absolutely remise, &c. unto the said M. W. his Heirs and Assigns, **All** the Estate, Right, Title, Claim and Demand whatsoever, both in Law and Equity of him the said J. G. Party hereto, of, in, to or out of the Freehold or Copyhold Messuages, &c. so devised to be sold, by the last Will and Testament of the said J. G. the Father, and decreed to be sold and conveyed and surrendered, in Pursuance of and in Obedience to the said Decree of the said High Court of Chancery as aforesaid; **To have and to hold** the said Freehold and

Copyhold Messuages, &c. unto the said *M. W.* his Heirs and Assigns, **To the only Use** and Behoof of the said *M. W.* his Heirs and Assigns for ever; so that he the said *J. G.* Party hereto, his Heirs, &c. shall not, nor will, at any Time hereafter have, claim, challenge or demand any Estate, Right, Title or Interest, either in Law or Equity, of, in, to or out of the said Freehold and Copyhold Messuages, &c. or any Part or Parts, Parcel or Parcels thereof, by Ways or Means whatsoever, but of and from all such Estate, Right, Title, Interest and all other Demands whatsoever, of, in, to or out of the said Freehold and Copyhold Messuages, &c. shall and will for ever hereafter be barred and utterly excluded by these Presents. **In Witness, &c.**

A Discharge of an Apprentice from his Indentures.

Recital of Indentures of Apprenticeship. Of Assignment to another Master. Of a Difference between Master and Apprentice referred to Arbitration. Indentures cancelled. Where no Arbitration. Release.

T *D* all, &c. *A. B.* of, &c. sends Greeting. **Whereas** *C. D.* Son of *E. F.* of, &c. did by his Indenture of Apprenticeship bearing Date — put himself Apprentice unto *A. B.* of, &c. for the Term of — from the Date thereof, as by the said Indenture may appear: **And whereas** the said *C. D.* was afterwards turned over or assigned to *G. H.* of, &c. as by an Indorsement on the said Indenture may also appear: **And whereas** Differences have arisen between the said *G.* and *B.* and the same were referred and submitted to the Judgment and Determination of — who upon hearing the said Matters have adjudged and ordered that the said *G.* shall return and pay back — *l.* to the said *E.* the Father, and thereupon the said Indentures of Apprenticeship are to be delivered up to each Party, and cancelled: **And whereas**, in Pursuance of the said Award or Order, the said *G.* hath paid back the said Sum of — and the said Indentures are delivered up and cancelled, (*but if there has been no Arbitration, say,*) **And whereas** the said *G.* at the Request of the said *E.* the Father, and *C.* the Apprentice, hath discharged the said *C.* from his Service, and the said Indentures are delivered up by the said Parties and cancelled: **Now therefore know ye**, that the said *G.* hath remised, released, and for ever discharged, and by these Presents doth for himself, his Heirs, Executors and Administrators, remise, release, and for ever discharge the said *E.* and *F.* of and from the said Indentures of Apprenticeship, and all Service and other Matters and Things therein contained, on their or either of their Parts to be performed, and of and from all Actions and Causes of Action, Suits, Specialties, Covenants, Contracts, Agreements, Claims and Demands whatsoever, for or concerning the said Indentures of Apprenticeship, or by Reason of any other Matter or Thing whatsoever, from the Beginning of the World to the Day of the Date hereof. **In Witness, &c.**

Another, from an Apprentice and his Father to the Master.

— **Whereas**, &c. (*the Recitals*) **Now therefore know ye**, that the said *E.* the Father and *C.* the Apprentice have, and each of them hath remised, &c. the said *G.* of and from, &c. on his Part to be performed, and of all Actions, &c. for or concerning the said Indentures of Apprenticeship, or any Covenant or Thing therein contained on the Part of the said *G.* to be performed, for or concerning the Residue of the Money given and paid in Consideration of the said *C.* being taken Apprentice as aforesaid, or for, upon or by Reason of any other Matter, &c.

Of Errors.

N *D* all by these Presents, that I *A. B.* of — do remise, release, and for ever quit-claim unto *C. D.* of — all and all Manner of Errors, Misprisions, Misentries, Defects and wrongful Pleadings and Proceedings whatsoever made, committed, omitted and done in, about or concerning one Judgment for — Debt, together with Costs of Suit by him obtained against me in his Majesty's Court of — at *Westminster*, in — Term now last past, and also all and every Writ and Writs of Error and Errors whatsoever concerning the same. **In Witness, &c.**

A Release to one who paid 20 l. to be freed from keeping a Bastard Child.

T *D* all to whom these Presents shall come, **We** *A. B.* of, &c. the now Overseers of the Poor of the Parish of *B.* send Greeting. **Whereas** a Bastard Child was born in the said Parish of *B.* and begotten on the Body of *H. E.* and is become chargeable to the said Parish: **And whereas** *R. C.* of — is adjudged the reputed Father thereof: **And whereas** it is agreed by and between the said *A. B.* and *C. D.* and the Rest of the Inhabitants of the said

faid Parish of *B.* and the faid *R. C.* that for and in Consideration of the Sum of 20 *l.* of law-ful Money of *Great Britain*, to be paid to us the Overseers of the Poor of the faid Parish, by the faid *R. C.* **We** the faid overseers, and our Successors, and the Rest of the Inhabitants of the faid Parish, should provide for, take care of and maintain the faid Child, and save harmless and indemnify the faid *R. C.* of and from the Keeping and Maintaining the same, and of and from all Taxes, Charges and Payments now already, or hereafter to be taxed or charged upon the faid *R. C.* for and in Respect thereof: **Now know ye** that we the faid *A. B.* and *C. D.* have, according to and in full Performance of the faid Agreement, had and received of the faid *R. C.* the Sum of 20 *l.* and do, by and with the Consent and Direction, and for and on the Behalf of ourselves, and the Rest of the Inhabitants of the faid Parish, acquit, release, and for ever discharge him the faid *R. C.* from the faid Sum of 20 *l.* and from the Keeping or Maintaining the faid Child, and of and from all Taxes, Charges and Pay-ments now or hereafter to be charged or taxed upon him the faid *R. C.* for or concerning the same. **In Witness, &c.**

Release of a Bond, it being lost or mislaid.

T**O** all, &c. I *M. L.* of *Ec.* **Whereas** *R. L.* *Ec.* by their Bond or Obligation, bearing Date, *Ec.* (*Recite the Bond*) as by, *Ec.* **And whereas** the Sum of — mentioned in the faid Bond, with all the Interest for the same, is well and truly satisfied and paid unto me the faid *M. L.* in full Discharge of the faid recited Obligation: **And whereas** the faid Obligation is lost, or at present mislaid, so that it cannot be found to be delivered up to the faid *R. L.* to be cancelled: **Now know all** by these Presents, that I the faid *M. L.* for the Considerations aforesaid, have remised, released and quit-claimed, and by these Presents do for me, my Executors and Administrators, remise, release, and for ever quit claim unto the faid *R. L. S. L.* and *J. W.* and every of them, their and every of their Heirs, Execu-tors and Administrators, as well the faid recited Obligation, and all such Sums of Money as are therein mentioned to be due and payable unto me the faid *M. L.* my Executors, Admi-nistrators or Assigns, as also all Actions, Suits, Cause and Causes of Action, Accounts, Debts Reckonings, Sums of Money, Judgments, Executions and Demands whatsoever, which I the faid *M. L.* ever had, now have, or that I, my Executors, Administrators or Assigns, or any of us, can or may have for or against the faid *R. L. S. L.* and *J. W.* or any of them, their or any of their Executors, Administrators or Assigns, for or by Reason of the faid recited Obli-gation, or any other Matter, Cause or Thing whatsoever concerning the same, from the Beginning of the World to the Day of the Date hereof. **In Witness, &c.**

A Release to a Sheriff for Discharging a Rescue.

N**O****W** all, &c. That I *J. F.* of, *Ec.* **Have** remised, released and quit-claimed, **And** by these Presents **Do** remise, release and quit-claim unto *R. R.* Esq; now Sheriff of the faid County of *S.* all and all Manner of Actions, Suits, Troubles and Incumbrances, which I have, may, might or ought to have against him, for or by Reason of the Dischar-ging and Setting at Liberty *R. C.* of, *Ec.* in the faid County, Yeoman, being arrested and imprisoned on a *Ca. Sa.* out of the Court of Common Pleas at *Westminster*, for 60 *l.* Debt and 5 *s.* Costs, at my Suit, returnable (*as in the Writ*). **In Witness, &c.**

Release to the Sheriff for Money levied on Execution.

N**O****W** all Men, &c. That I *J. P.* of — do hereby acknowledge to have had and received of *W. F.* one of the Bailiffs of *W. P.* Esq; High Sheriff of the County of *E.* the sum of — which the faid *W. F.* hath levied by Virtue of a Precept or Warrant grounded upon a *Fieri facias* issuing out of his Majesty's Court of — returnable, *Ec.* upon the Goods of *H. P.* of — at the Suit of me the faid *A. P.* of and from which said Sum of — I the faid *J. P.* do hereby acquit and discharge the faid *W. P.* Esq; and the faid *W. F.* and all other Officers, Ministers and Servants of the faid Sheriff, for or in any ways concern-ing the Levying or Disposing of the faid Goods by Virtue of the faid Precept or Warrant; and shall and will from Time to Time, and at all Times hereafter, save and keep harmless and indemnified the faid *W. P.* his Executors, *Ec.* and the faid *W. F.* and all other their Officers and Ministers, and their and every of their Goods and Chattels, Lands and Tene-ments, for or in respect of executing the faid Warrant, or Precept and Sale of the faid Goods, and of and from all Escapes touching or concerning the same. **In Witness, &c.**

Renunciation.

A Renunciation or Disclaimer of Executorship.

The Renun-
ciation.

THIS Indenture Tripartite, made the — Between *M. M.* of — of the first Part, *J. B.* of — of the second Part, and *C. K.* of — of the third Part. Whereas *A. K.* late of — duly made and published her last Will and Testament in Writing, bearing Date the — and thereby devised, &c. to the said *C. K.* and made the said *J. B.* and *M. M.* Executors and Trustees, as in and by the said Will may more fully appear: And whereas the said *A. K.* soon after making the said Will died, and the said *M. M.* hath refused to accept the said Executorship and Trust, and never acted therein; but the said *J. B.* alone proved the said Will, and took upon him the Execution thereof: Now this Indenture witnesseth, that the said *M. M.* as a farther Declaration thereof, Doth by these Presents renounce and disclaim the said Executorship, and doth likewise by these Presents remise and release unto the said *J. B.* (the other Executor) his Executors and Administrators, all her Estate, Right, Title, and Interest, in and to the said Executorship, by Virtue of the said recited Will, or otherwise howsoever. In Witness, &c.

Renunciation by two Executors, and by the Widow.

Disclaimer.

Warrant.

KNOW all Men by these Presents, that we *W. C.* of, &c. and *R. T.* of, &c. Executors named in the last will and Testament of *R. M.* late of, &c. deceased, for certain Causes us hereunto moving, do expressly renounce and disclaim the Execution of the said last Will and Testament of the said *R. M.* and that *I A. M.* Widow, Relict and Executrix of the aforesaid *R. M.* do expressly by these Presents renounce and disclaim the Administration and Execution of all and Singular the Goods and Chattels, Rights and Credits of the said *R. M.* with his Will annexed; and to the Intent that these our several and respectively Renunciations may take Effect, we the said *W. C.* *R. T.* and *A. M.* do hereby constitute and appoint our loving Friends *T. B.* and *J. R.* Notary Publicks, and two of the Proctors of the Arches of the Prerogative Court of *Canterbury*, jointly and severally our lawful Proctors, for us and in our Names to appear before any Judge competent in our Behalf, or his lawful Surrogate, then and there for us and in our respective Names to renounce as well the Execution of the said last Will and Testament of the said *R. M.* deceased, as also the Administration of all and Singular his Goods and Chattels, Rights and Credits, with his Will annexed, and to do all other Things that shall be requisite and necessary in and about the same, and what our said Proctors jointly and severally shall legally do or cause to be done in the Premises, by Virtue of the Authority and Warrant above given, we do hereby ratify and confirm. In Witness whereof we the said *W. C.* *R. T.* and *A. M.* (the disclaiming Executors) have hereunto set our Hands, &c.

Renunciation of Administration, vulgarly called Sequestration.

Warrant of
Attorney to a
Creditor.

KNOW, &c. That *A. B.* Widow and Relict of *C. B.* late of, &c. and *E. B.* the natural and lawful Son of the said *C. B.* deceased, do hereby renounce Letters of Administration of the Goods, Rights and Credits of the said *C. B.* deceased; and to the End that this our Renunciation may have its due Effect in Law, we do hereby constitute and appoint any one or more of the Procurator or Procurators General of the Arches Court of *Canterbury*, or of the Consistory Court of *Rochester*, to be our Procurator or Procurators, and to appear for us before any proper Ecclesiastical Judge, and pray and procure the same to be admitted, and the said Renunciation to be also admitted and accepted to all Intents and Purposes in Law: And we do consent, as far as by Law we may or can, that Letters of Administration of the Goods, &c. of the said Deceased, be committed and granted to, &c. Creditor of the said Deceased; and we do hereby promise to ratify and confirm all and whatsoever our Procurator or Procurators shall lawfully do or cause to be done in or about the Premises. In Witness, &c.

Renunciation from two Executors of their Executorship, with a Power for one of the Residuary Legatees to take out Letters of Administration to Testator, with his Will annexed, with a Covenant to indemnify the two Executors, &c.

THIS Indenture, made, &c. Between T. L. of, &c. and E. his Wife, (late E. B. one of the Legatees and Executors named in the last Will and Testament of D. D. late of, &c. deceased) and J. R. of, &c. (a Legatee named in the Codicil annexed to the Will of the said D. D. and another Executor by him thereby appointed of his said Will) of the one Part, and J. G. of, &c. Widow and Administratrix of E. G. of, &c. her late Husband, deceased, and which said J. G. was Sister of the said D. D. and one of the Residuary Legatees named in his last Will and Testament, and G. C. of, &c. (Nephew of the said D. D. and one other of the Residuary Legatees named in the said Will) of the other Part. **Whereas** the said D. D. by his last Will and Testament in Writing duly executed, bearing Date on or about the, &c. after Payment of all his just Debts and Funeral Expences, gave to the several Persons therein named the several Specifick Legacies therein mentioned; and he the said Testator gave unto the said E. L. (then E. B.) a Legacy in the Words following, viz. &c. **And whereas** the said E. G. having proved the said Will and Codicil, possessed himself of all or the greatest Part of his Testator's Estate and Effects, and alone acted in the Executorship of his said Will until the Time of his Death, which happened in or about, &c. now last past; and he then dying Intestate, Letters of Administration of his Goods and Chattels have since been granted out of the proper Ecclesiastical Court unto the said J. his Wife, whereby she, by Virtue thereof, became intitled to and possessed herself of the said E. G.'s Personal Estate, and also possessed herself of great Part of the Personal Estate late of the said D. D. not administred by him the said E. G. **And whereas** the said several Legacies of, &c. so respectively given by the said E. B. (now E. L.) and J. R. by the Will and Codicil of the said D. D. as aforesaid, have not been paid, and the same now remains to them due and owing: **And although** the said E. L. and J. R. were appointed joint Executors of the Will and Codicil of the said D. D. yet they never joined in the proving thereof, nor any ways acted or intermeddled in the said Executorship of his said Estate: **And whereas** they the said T. L. and E. his Wife, and J. G. and G. C. have come to an agreement together in Manner following, (to wit) That they the said T. and E. L. and J. R. shall release and renounce all their Right as to their Executorship to the Estate of the said D. D. and that Administration of his Goods and Chattels not already administred, together with his Will and Codicil annexed, shall be forthwith granted unto the said J. G. in such Manner, and **Subject** as herein after is mentioned; and she the said J. G. in Consideration thereof, hath agreed to pay to the said J. L. and T. R. the said Legacies of, &c. so now due to them as aforesaid, out of the Estate of the said D. D. according to his said Will: **And** they the said J. G. and G. C. have agreed to indemnify the said T. L. and E. his Wife, and J. R. of and from all Debts and all other Legacies now due from the Estate of the said D. D. and all Actions and Suits touching and concerning the same, in such Manner as herein after is also mentioned: **Now this Indenture witnesseth**, that they the said T. L. and E. his Wife and J. R. (in Pursuance and Part of Performance of their said recited Agreement, and at the special Instance, Desire and Request of them the said J. G. and G. C. (testified by their being Parties to and executing of these Presents) **Have**, and each and every of them **Doth** remised, released, renounced, and for ever quit-claimed, and by these Presents they the said T. L. and E. his Wife, and J. R. (at the Nomination and Appointment of the said G. C. testified as aforesaid) **Do**, and each and every of them **Doth** freely and clearly remise, release, renounce and for ever quit claim unto the said J. G. all the Right, Interest, Property, Profit, Benefit, Claim and Demand whatsoever and howsoever of them the said E. L. and J. R. or either of them, of, in and to the Executorship of the Estate late of the said D. D. by Virtue of his said recited Will and Codicil, or either of them, or otherwise howsoever: **And this Indenture further witnesseth**, that they the said T. L. and E. his Wife, and J. R. (in further Pursuance and full Performance of their Part of the said recited Agreement, and at the like Nomination and Direction of the said G. C. testified as aforesaid) **Have**, and by these Presents as much as in them lies) **Do**, and each and every of them **Doth** authorise and empower her the said J. G. immediately after the Execution of these Presents, to take out of the proper Ecclesiastical Court Letters of Administration of all and singular the Goods and Chattels of the said D. D. now unadministred, together with his Will and Codicil thereunto annexed, in such Manner as she the said J. G. shall think fit; **Subject** nevertheless to the Payment of the said Legacies of, &c. so now respectively due to them the said E. L. and J. R. according to the Will of the said D. D. as aforesaid, and also to the Payment of all

Never proved
nor acted un-
der the Will.

Agreement,

Indemnity.

Renunciation.

Power or
Warrant.

Covenant in
Purview of
the Agree-
ment.

Indemnity by
way of Re-
lease.

his Debts, and such other Legacies as have not been paid and satisfied, and which are now due and owing from his Estate: **And this Indenture further witnesseth**, that she the said *J. G.* (in Part of Performance of her said recited Agreement, and in Consideration of the Release of the Executorship so made by them the said *E. L.* and *J. R.* of the Estate of the said *D. D.* to her the said *J. G.* and of her having such Letters of Administration granted to her thereof in Manner as aforesaid) **Doth** for herself, her Heirs, Executors and Administrators, covenant, promise and agree, to and with each of them the said *T. L.* and *E.* his Wife, and *J. R.* their respective Executors, Administrators and Assigns, by these Presents in Manner as follows, that is to say, That she the said *J. G.* her Executors and Administrators, by and out of Part of the Estate late of the said *D. D.* so to be by her administered, shall and will as soon as conveniently may be after her or their Receipt thereof, well and truly pay or cause to be paid unto the said *T. L.* and *E.* his Wife, or one of them, their Executors, Administrators or Assigns, the said Legacy or Sum of, &c. so given to her the said *E.* by the Will of the said *D. D.* as aforesaid, according to the true Intent and Meaning thereof; and also shall and will in like Manner pay or cause to be paid unto the said *J. R.* the said Sum of, &c. so given to him by the Codicil of the said *D. D.* as aforesaid. **And this Indenture further witnesseth**, that they the said *J. G.* and *G. C.* (in Purview and full Performance of their Part of the said recited Agreement, and in Consideration of such release so made to the said *J. G.* of the Executorship of them the said *E. L.* and *J. R.* of the Estate of the said *D. D.* and of such Administration to be granted to her the said *J. G.* in Manner as aforesaid) **Do** hereby severally for themselves, and for their respective Executors and Administrators, covenant, promise and agree, to and with each of them the said *T. L.* and *E.* his Wife, and *J. R.* their respective Heirs, Executors and Administrators, by these Presents, that they the said *J. G.* and *G. C.* or one of them, their or one of their Heirs, Executors or Administrators, shall and will from Time to Time, and at all Times hereafter, well and sufficiently save, keep harmless and indemnified the said *T. L.* and *E.* his Wife, and *J. R.* and every of them, their and every of their Heirs, Executors and Administrators, and their and every of their Real and Personal Estates and Effects, as well of, from and against Payment of all and every the Debts, and all other Legacies whatsoever as are now due and owing from the Estate late of the said *D. D.* to any Person or Persons whatsoever, **As also** of, from and against all and all Manner of Actions, Suits, Costs, Charges, Expenses and Damages whatsoever, which shall or may at any Time hereafter be brought or commenced against them, or any or either of them, or which they, any or either of them, shall or may pay, expend, sustain or be put unto, for, by Reason or on Account of the said *E. L.* and *J. R.* being appointed Executors of the said *D. D.* or of their not acting in the said Executorship as aforesaid, according to the said Will and Codicil, or otherwise howsoever, touching or concerning the same. **In Witness, &c.**

Renunciation of an Estate by a Trustee appointed in a Will, shewing his Reasons for not acting.

Reason.

Renunciation.

Appointment
to the Co-
Trustees.

THIS Indenture, &c. Between *B. A.* of the one Part, and *D. C. F. E.* and *H. G.* of the other Part, **Witnesseth**, That whereas *K. J.* deceased, by his last Will and Testament in Writing, bearing Date, &c. (Here recite the Appointment by the Will to the Trustees) **Upon** certain Trusts, and under such Conditions and Limitations, as in and by the said Will is particularly expressed and declared, as in and by the said last Will and Testament, (Relation being thereunto had) may more fully and at large appear: **And whereas** the said *B. A.* cannot attend the Execution of the said Trust by Reason of his great and publick Employments beyond the Seas, which may probably detain him there for several Years (or otherwise, as the Case happens): **Now this Indenture witnesseth**, and he the said *B. A.* doth hereby declare, that he is not minded, nor intendeth to take any Estate or Trust of or in the said Manors and Premises, or any of them, but on the contrary doth hereby renounce the same, and hath already conveyed all his Estate and Interest of, in and to the said Premises, to, &c. (his Co-Trustees) (a) and hath thereby desired and appointed, that all the Conveyances directed to be made by and under the said last Will, or any Codicil thereunto annexed, be made to the Uses and Trusts therein expressed, to the other Persons to whom the same are thereby appointed to be made, omitting and discharging the said *B. A.* (for the Reasons above mentioned) from the Trust reposed in him by the said Will and Codicil. **In Witness, &c.**

Re-

(a) Which may be done by an Assignment of his Trust, or otherwise.

Resignation.

A form of a Resignation taken before a Bishop.

In the Name of God, Amen. Before you the Right Reverend Father in God R. by Divine Providence, &c. and credible Witnesses here present, I — Vicar of — and in your Lordship's Diocese and Jurisdiction, for certain just and lawful Causes me hereunto specially moving, without Compulsion, Fraud or Deceit, **Do** hereby purely, simply and absolutely give up and resign the said Vicarage and Parish Church of — with all its Rights, Members, Incidents and Appurtenances, into your Lordship's sacred Hands, with all my Right, Title and Possession, of, in and to the same, *And humbly* and expressly resign and cede them by these Presents, humbly praying that your Lordship would be graciously pleased to accept of this my Cession and Resignation, and pronounce and declare the said Vicarage to be void and resigned to all Intents and Purposes, *(b) and to Decree that an Intimation of such Avoidance and Resignation may be issued to the Patron thereof.* In Witness, &c.

(c) Resignation of a Vicarage or Rectory (Mutatis Mutandis) to a Notary Publick, when the Bishop is absent.

In the Name of God Amen. Before you A. B. the Notary Publick underwritten, and the authentick and credible Witnesses here present, I J. P. Clerk, Rector of the Parochial Church of A. in the County and Diocese of G. in the Province of C. being willing and desirous, for certain, true, just and reasonable Causes me hereunto specially moving, **Do** by these Presents devert and totally exonerate myself from the Burden, Care and Government of the said Rectory (or Vicarage) of A. and of the Souls therein residing, not compelled thereto by Force, Fear, Fraud, or any other sinister Design, but moved thereto by my certain Knowledge, deliberate Mind and free Will, **Do** hereby resign the said Rectory of A. with his Rights and Appurtenances, into the sacred Hands of the Right Reverend Father in God J. Lord Bishop of G. or to his Vicar General, or to whom else it shall appertain, to admit of this my Resignation, and by these Presents openly, publicly and expressly give up and resign all my Right, Title and Possession, of, in and to the same. **In** Witness whereof I have hereunto set my Hand and Seal, in the Presence of — *(the Witnesses, &c.)*

Revocation and new Declaration of Uses.

A Revocation of Uses in a Feoffment, and a Limitation of other Uses.

TO all Christian People to whom this present Writing shall come, R. C. of, &c. sendeth Greeting: **Know ye** that I the said R. C. do by this my present Writing under my Hand and Seal, in the Presence of A. B. C. D. and E. F. three credible Witnesses, whose Names are hereunder subscribed, revoke, determine and make void and frustrate all and every the Uses and Estates mentioned, raised, created and limited in and by one Indenture of Feoffment, bearing Date, &c. made between me the said R. C. of the one Part, and C. R. J. F. and F. J. of the other Part, of and for the, &c. with the Appurtenances in the said Indenture mentioned, and of and for every Part and Parcel thereof; and I do by these Presents absolutely determine, limit and appoint, that all and singular the Feoffees, Parties and Persons in the said Indenture mentioned, and their Heirs and Assigns, shall immediately and from henceforth stand and be seized of the said, &c. in the said Indenture mentioned, and of

(b) If the Right of Presentation is vested in the Bishop, leave out the Words, (and to decree, &c.)

There are Resignations in Consideration of Permutations, which are easily changed from the above by declaring the Acceptance *(of the Person resigning)* of the other.

(c) This Resignation must be brought, read and executed before a Notary Publick, who subscribes his Name thereto, and the Day of the Date, &c.

and

and in every Part and Parcel thereof, to the only Use and Behoof of me the said R. C. my Heirs and Assigns for ever, in a pure and absolute Estate of Fee-simple; (*Or any other Uses may be here limited, provided the same be pursuant to the Power reserved.*) In Witness whereof I the said R. C. have to this my Writing set my Hand and Seal in the Presence of the said C. R. J. F. and F. J. this 20th Day of March in the second Year of the Reign of, &c.

An Exception of Leases in a Proviso to revoke.

BUT it is and always was the Intent of all the Parties to these Presents, That no Revocation or new Limitation should or shall any way frustrate or make void any Lease, Estate, Rent or Charge made, granted or charged of or upon the Premises, or any Part or Parcel thereof by the said R. C. for valuable Consideration or otherwise, by Virtue or Force of any former Proviso in these Presents expressed; but that the same, and every of them, shall stand good, according to the Purport and true Meaning of them, and every of them, notwithstanding such Revocation or new Limitation hereafter to be made.

A Revocation of Uses with the Recital of the Proviso, and a Limitation of new Uses, viz. To R. C. for Life, and then to his Daughter and her Issue, and in Default of Issue, to his right Heirs in Fee.

TD all, &c. I R. C. of, &c. send Greeting. **Whereas** by one Indenture, bearing Date, &c. made between me the said R. C. by the Name of R. C. of, &c. of the one Part, and C. R. J. F. and F. J. of the other Part, for the Consideration therein mentioned, I did covenant, promise and grant, &c. (*recite the Covenant to levy a Fine*) which said Fine so to be acknowledged and levied as aforesaid, of all and singular the, &c. was in and by the said Indenture covenanted, granted, concluded and declared to be to such several Uses and Behoofs, and of such Estate and Estates, as are particularly in the said Indenture mentioned and set forth; and whereas in the said Indenture there is a Proviso contained as followeth, that is to say, **Provided always**, and it is the true Intent and Meaning of this present Indenture, and of all the Parties hereunto, that it shall and may be lawful to and for the said R. C. at any Time during his Life by any Deed or Deeds, Writing or Writings, or by his last will and Testament in Writing, by him sealed and subscribed in the Presence of three credible Witnesses to alter, change, enlarge, revoke, frustrate and make void all and every or any of the Use and Uses, Estate and Estates herein before expressed, limited, mentioned, declared or appointed to any Person or Persons, of and in the said, &c. or in any of them or in any Part or Parcel thereof; and thereof, or of any Part thereof, to create, declare, limit or appoint any other Use or Uses, Estate or Estates to any Person or Persons whatsoever, in such Sort, Manner and Form, as the said R. C. shall think meet and convenient; and that at all Times, and from Time to Time immediately from and after such Alteration, Change, Enlargement, Revocation or making void, of all or any the said Use or Uses, Estate or Estates, Declaration, Limitation or Appointment of any other Use or Uses, Estate or Estates, all and every those Use or Uses, Estate and Estates of and in the said, &c. or of or in any Part or Parcel thereof, or such of them as shall be so revoked and declared to be made void, as aforesaid, shall cease, determine and be utterly void and frustrate; and that then, and from thenceforth the said Fine, and all and every other Conveyance and Conveyances, Assurance and Assurances whatsoever, had or at any Time hereafter to be had or made between the said Parties, or any of them, of the said, &c. or such Part thereof, whereof such other Use or Uses, Estate or Estates, shall be so limited or declared, as aforesaid, shall be adjudged, deemed, construed and taken to be and enure, and the said Cognizees of the said Fine, and the Survivor and Survivors of them, and the Heirs of the Survivor of them, shall immediately from thenceforth stand and be seized thereof, and of every Part thereof, to and for such Use and Uses, Estate and Estates, Intents and Purposes, and of such Person and Persons, and in such Sort, Manner and Form, as the said R. C. in or by such Deed or Deeds in Writing, or last Will and Testament in Writing to be sealed, subscribed and testified, as is aforesaid, shall create and declare, limit, express and appoint, and to no other Use, Intent or Purpose whatsoever: **And whereas**, afterwards in Performance of the Covenants, Grants and Agreements, in the said recited Indenture mentioned, one Fine *Sur Cognizance de droit come ceo*, &c. was had, levied, acknowledged and executed, of and for, &c. in the Court of Common Pleas at *Westminster*, before his Majesty's Justices of the said Court, by me the said R. C. unto the said C. R. J. F. and F. J. which said Fine was had, levied and acknowledged to the Uses, Intents and Purposes, and under the several Provisions, Conditions and Limitations

tions in the said recited Indenture mentioned: **Now know ye**, that I the said R. C. for divers good Causes and Considerations me moving, and by Virtue of the said Proviso before mentioned, and Liberty, Power and Authority thereby to me given and reserved, **have** altered, changed, determined, revoked, and made void, and by this present Writing, by me signed and sealed in the Presence of the Persons under named, **Do** alter, change, determine, revoke and make void, all and every the said Use and Uses, Estate and Estates, created, raised, declared, limited and appointed by the said recited Indenture and Fine, and either of them, and by Force of the Statute for transferring Uses into Possession of and in the said, &c. and of or in any Part or Parcel thereof; **And** I the said R. C. out of the fatherly Love and Affection that I do bear unto M. C. my only Daughter and Heir Apparent, now Wife to F. C. of, &c. and to the Heirs of her Body lawfully begotten, do by these Presents, by Virtue of the said Proviso, in the said recited Indenture contained, and the Liberty, Power and Authority therein and thereby to me given and reserved, as aforesaid, create, declare, limit and appoint, That the said Fine so had, levied and acknowledged, as aforesaid, of the said, &c. herein before mentioned, shall be and enure; and that the said Cognizees and their Heirs shall stand and be seised of and in the said, &c. and of and in every Part and Parcel thereof, **To the Use** and Behoof of me the said R. C. for and during the Term of my natural Life, without Impeachment of Waste, and immediately from and after my Decease, **To the Use** and Behoof of the said M. C. and F. C. her Husband, and the Heirs of the Body of the said M. C. and in Default of such Issue, to the Use and Behoof of the right Heirs of me the said R. C. for ever. *And Note, Here may be a Proviso added for Revocation of these Uses also.*

A Deed to revoke Uses in a Settlement, according to a Power reserved.

T**O** all, &c. J. F. of, &c. sendeth Greeting: **Whereas** in and by one Indenture, bearing Date, &c. and made between the said J. F. of the one Part, and R. C. of, &c. of the other Part, there is (amongst other Things) one Proviso, contained in these or the like Words, (that is to say,) Provided likewise, and it is hereby further declared and agreed by and between the said Parties to these Presents, That if the said J. F. shall at any Time hereafter, during his natural Life, be minded to alter, revoke or make void all or any of the Use or Uses, Estate or Estates, Trust or Trusts herein mentioned, limited and appointed, and shall by any Deed or Writing by him the said J. F. sealed and subscribed in the Presence of two credible Witnesses, declare and publish his Mind, Intent and Meaning to be to revoke, alter and make void the several Uses, Estates and Trusts herein before mentioned, declared and appointed, or any of them; that then and immediately after such Revocation so made, as aforesaid, the same Uses, Estates and Trusts in and by these Presents limited, expressed and declared, of, for and concerning which any such Revocation shall be made, shall cease and become void and of no Effect; and that then and at all Times after the said R. C. and his Heirs, and all other Person and Persons standing and being seised of the said, &c. shall stand and be seised of the same, or such Part thereof, concerning the which such Revocation or Declaration shall be made, as aforesaid, to such Uses and Purposes as the said J. F. in or by any such Deed or Writing shall declare, limit and express; and in Default of such Limitation of Appointment, to the only Use and Behoof of the said J. F. his Heirs and Assigns for ever, as in and by the said Indenture doth more fully and at large appear: **Now know ye**, that I the said J. F. do by this present Deed, sealed and subscribed by me the said J. F. in the Presence of two credible Witnesses, declare and publish my Mind and Meaning to be to revoke, alter and make void all and every the Uses, Estates, Trusts and Limitations in and by the said Indenture expressed and limited, of, for and concerning all and every the, &c. and all other Hereditaments specify'd and mentioned in the said Indenture, with their and every of their Appurtenances, and of, for and concerning every Part thereof. **And** I do hereby further declare, limit and appoint, that the said, &c. with the Appurtenances, shall remain and be, and the said R. C. and his Heirs, and all and every other Person and Persons, standing or being seised of and in the same, shall stand and be seised thereof to the Use and Behoof of me the said J. F. my Heirs and Assigns for ever, and to and for no other Use, Intent or Purpose whatsoever. **In Witness**, &c.

A Deed of Revocation.

T**O** all, &c. A. B. of, &c. Greeting: **Whereas**, &c. **Know ye**, that I the said A. B. am fully minded, disposed and determined to revoke, annul, determine and make void all and every the Uses, Limitations and Intents named, limited, assigned or appointed in and by the above mentioned or recited Indentures, of, in or to any Manors, Messuages, Lands, Tenements, &c.

Tenements and Hereditaments in the said County of S. with their Appurtenances in the said Indenture specify'd, to any Person or Persons whatsoever, and by this my Writing under my Seal, and signed with my own Hand, in the Presence of *A. B. C. D.* and *E. F.* three lawful and credible Witnesses, do declare, publish, limit, pronounce and appoint, that all and singular the said Uses, declared, appointed, mentioned and limited to *G. H. &c.* and all and every Use and Uses mentioned, limited or appointed to any Person or Persons, in and by the said recited Indenture, of, in or to the said Manors, Lands, Tenements and Hereditaments in the said County of S. or of, in or to any Part or Parcel thereof, shall cease, be void, determined, revoked and of none Effect; and I the said *A. B.* do determine and revoke by these Presents all and every the Uses aforesaid, of, for or concerning the said Manors, Lands, Tenements and Hereditaments in the said County; any Thing in the said Indentures contained, or any Act or Acts, Thing or Things whatsoever, had, made or suffered to be done by me heretofore, to the contrary in any wise notwithstanding, &c. In Witness, &c.

A Clause of Revocation.

PROVIDED always and upon Condition, that if the said *A. B.* shall at any Time hereafter, during his natural Life, tender to pay unto the above named *C. D.* or to any Person or Persons to his Use, the Sum of 6*l.* of lawful Money of Great Britain, with Interest, on Purpose to frustrate and make void this present Deed, and the Estate and Estates thereby conveyed, limited, raised or assured; that then and from thenceforth this present Deed, and all and every the Uses, Limitations, Estates, Grants, Articles and Agreements therein or thereby mentioned, limited, raised, or in any Sort appointed, and the Execution thereof shall be absolutely void, frustrate and of no Effect in the Law; any Thing therein contained, &c.

A Proviso for Revocation of Part.

PROVIDED always nevertheless, and it is the true Intent and Meaning of all the said Parties to these Presents, that if the said *E. S.* shall at any Time, during his natural Life, be minded to determine the Estate and Estates limited in Use in such Sort, as is aforesaid, to the said *T. S.* and the Heirs Male of his Body lawfully begotten; and for Default of such Issue, to the said *J. S.* for Term of his natural Life, without Impeachment of Waste; and after his Decease to, &c. and shall also by his Deed indented, at any Time hereafter to be had or made between the said *E. S.* of the one Part, and the said *R. H. T. T.* or the Survivor of them, of the other Part, or by his last Will and Testament in Writing under his Hand and Seal, declare and limit the same, or such other Uses, as shall seem meet and convenient to the said *E. S.* that then and from thenceforth the said Estate and Uses limited and appointed before by these Presents, to the said *T. S. &c.* are to cease and determine, and be utterly void, as though the same had never been made, limited or appointed; any Thing herein, or in any other former Deed or Writing contained, to the contrary, &c.

Another Deed of Revocation of Uses.

Recital of the
Deed of Uses.

TO all Christian People, to whom these Presents shall come, *G. W.* of London, Esq; sendeth Greeting. **Whereas** by Indenture bearing Date the, &c. Day of, &c. in the Year of our Lord, &c. **Between** me the said *G. W.* of the one Part, and *W. B.* and *J. J.* &c. of the other Part. **I** the said *G. W.* did therein and thereby grant, alien, enfeoff, release and confirm, unto the said *W. B.* and *J. J.* All those Lands or Marsh-Lands, containing, &c. be the same more or less, by Indenture bearing Date the Day before the Day of the Date of the said recited Indenture, made or mentioned to be made between me the said *G. W.* of the one Part, and the said *W. B.* and *J. J.* of the other Part, for the Consideration therein mentioned, I the said *G. W.* did grant, bargain and sell, unto the said *W. B.* and *J. J.* their Executors and Administrators, from the making of the said Indenture for the Term of one Year from thenceforth next ensuing, at and under the Rent of one Pepper-Corn, if the same were lawfully demanded, as in and by the said Indenture of Lease, Relation being thereunto had, it doth and may more at large appear, and the Reversion and Reversions, Remainder and Remainders of all and singular the said Premises, and of every Part thereof, and all the Estate, Right, Title, Interest, Claim and Demand whatsoever of me the said *G. W.* of, in, out of or into the said Premises, and every Part thereof; **To have and to hold** the said Marsh-Lands, Grounds and Premises thereby granted, released and assured, or mentioned

oned or intended to be thereby granted, released and assured, with their and every of their Appurtenances, and the Reversion and Reversions, Remainder and Remainders of all and singular the said Premises, unto the said *W. B.* and *J. J.* their Heirs and Assigns, to the several Uses, Intents and Purposes, and under the Proviso, Conditions and Limitations thereafter in the said recited Indenture of the, &c. of, &c. limited, expressed and declared, and to and for no other Use, Intent or Purpose whatsoever, (that is to say) to the Use of me the said *G. W.* for and during the Term of my natural Life, without Impeachment of Waste, and with full Power and Authority to do and commit any Manner of Waste, and from and after my Decease, then to the Use and Behoof of *E. B.* Daughter of me the said *G. W.* for and during the Term of Ninety-nine Years from thenceforth next ensuing, and fully to be compleat and ended, if the said *E. B.* should so long live, and from and after the End and Expiration, and other Determination of the said Term of Ninety-nine Years, then to the Use and Behoof of them the said *W. B.* and *J. J.* and of their Heirs for and during the natural Life of her the said *E. B.* Upon special Trust and Confidence nevertheless reposed in them the said *W. B.* and *J. J.* and their Heirs, that they, during the Life of the said *E. B.* should not do, nor willingly suffer to be done, any Act or Thing which might bar or prejudice all or any the Contingent Uses or Estates thereafter in the said recited Indenture of, &c. limited, and from and after the Decease of the said *E. B.* then to the Use and Behoof of the first Son of the Body of the said *E. B.* lawfully begotten, and the Heirs Male of the Body of the said first Son lawfully issuing, and for Default of such Issue, to the Use and Behoof of the second Son of the Body of the said *E. B.* lawfully begotten, and the Heirs Male of the Body of the said second Son lawfully issuing, and for Default of such Issue, to the Use and Behoof of the third Son of the Body of the said *E. B.* lawfully begotten, and the Heirs Male of the Body of the said third Son lawfully issuing, and for Default of such Issue, to the Use and Behoof of all and every the other Sons of the Body of the said *E. B.* lawfully begotten, severally, successively and respectively, one after the other, as they should be in Seniority of Age, and of the Heirs Male of their Bodies severally, successively and respectively; the Elder of the said Sons, and the Heirs Male of his Body, being ever preferred before the Younger, and the Heirs Male of his Body; and for Default of such Issue, then to the Use and Behoof of *H. W.* Son of me the said *G. W.* for and during the Term of Ninety-nine Years from thenceforth next ensuing, and fully to be compleat and ended, if the said *H. W.* should so long live, and from and after the End, Expiration, and other Determination of the said Term of Ninety-nine Years, then to the Use and Behoof of them the said *W. B.* and *J. J.* and their Heirs, for and during the natural Life of the said *H. W.* upon special Trust and Confidence nevertheless reposed in them the said *W. B.* and *J. J.* and their Heirs, that they during the Life of the said *H. W.* should not do, nor willingly suffer to be done, any Act or Thing which might bar or prejudice all or any the Contingent Uses or Estates thereafter by the said recited Indenture limited; and from and after the Decease of the said *H. W.* then to the Use and Behoof of the first Son of the Body of the said *H. W.* lawfully begotten, and the Heirs Male of the Body of the said first Son lawfully begotten, and for Default of such Issue, to the Use and Behoof of the second Son of the Body of the said *H. W.* lawfully begotten, and the Heirs Male of the Body of the said second Son lawfully issuing, and for Default of such Issue, to the Use and Behoof of the third Son of the Body of the said *H. W.* lawfully begotten, and the Heirs Male of the Body of the said third Son lawfully issuing, and for Default of such Issue, to the Use and Behoof of all and every the other Sons of the Body of the said *H. W.* lawfully begotten, severally, successively and respectively, one after the other, as they should be in Seniority of Age, and of the Heirs Male of their Bodies, severally, successively and respectively; the Elder of the said Sons, and the Heirs Male of his Body, being ever preferred before the Younger and the Heirs Male of his Body; and for Default of such Issue, then to the Use and Behoof of the said *H. W.* and the Heirs of his Body lawfully begotten, and for Default of such Issue, then to the Use and Behoof of *K. B.* Daughter of me the said *G. W.* and her Heirs and Assigns for ever. **And whereas** the said *G. W.* in and by the said recited Indenture, bearing Date the, &c. Day of, &c. in the Year of our Lord, &c. did grant, assign and set over, unto the said *W. B.* and *J. J.* All that Piece and Parcel of Marsh-Ground, with the Appurtenances, called or known by the Name of, &c. with the Appurtenances, or by what other Name or Names soever the same is called or known, containing by Estimation, &c. be it more or less, lying and being in *B.* in the County of *E.* and some Time in the Tenure or Occupation of *G. S.* or his Assigns, and now or late in the Occupation of *H. W.* in the said County of *E.* Monier, or of his Assigns, and one other Piece or Parcel of Marsh-Grounds, &c. and the Reversion and Reversions, Remainder and Remainders thereof, and all the Estate, Right, Title, Interest, Claim and Demand whatsoever of the said *G. W.* of, in, out of or unto the said last mentioned two several Pieces and Parcels of Marsh-Ground and Premises, with the Appurtenances (which said two last mentioned same Uses.

The Uses.

Trustees to preserve the Contingent Remainders.

Grant of a Term to the

Upon Trust to
permit the
first, second
and third Son,
&c. and to re-
ceive the
Profits.

tioned Pieces and Parcels of Marsh-Ground and Premises were heretofore, by the said *R. B.* by his Indenture bearing Date the, &c. Day of, &c. reciting as is therein recited) and for the Considerations therein mentioned, granted and assigned to me the said *G. W.* my Executors, Administrators and Assigns, for the Residue of a certain Term of five hundred Years, then and yet to come and unexpired, as by the said Indenture may more at large appear; **To have and to hold** the said two last mentioned Pieces and Parcels of Marsh-Ground and Premises, with their Appurtenances, unto the said *W. B.* and *J. H.* their Executors and Administrators, for and during all the Residue and Remainder of the said Time and Term of five hundred Years then to come and unexpired; **Upon** Trust and Confidence nevertheless that they the said *W. B.* and *J. J.* their Executors, Administrators or Assigns, should and would from Time to Time, and at all Times hereafter, permit and suffer me the said *G. W.* during my natural Life, and after my Decease, the said *E. B.* during her natural Life, and after her Decease, the first Son of the Body of the said *E. B.* lawfully begotten, and the Heirs Male of the Body of the said first Son lawfully issuing, and for Default of such Issue, the second Son of the Body of the said *E. B.* lawfully begotten, and the Heirs Male of the Body of the said second Son lawfully issuing, and for Default of such Issue, the third Son of the Body of the said *E. B.* lawfully begotten, and the Heirs Male of the Body of the said third Son lawfully issuing, and for Default of such Issue, all and every the other Sons of the Body of the said *E. B.* lawfully begotten, severally, successively and respectively, one after the other, as they should be in Seniority of Age, and the Heirs Male of their Bodies severally and respectively; the Elder of the said Sons, and the Heirs of his Body, being ever preferred before the Younger and the Heirs Male of his Body; and for Default of such Issue, to the said *E. B.* and the Heirs of her Body lawfully begotten, and for Default of such Issue, to the said *H. W.* during his natural Life, and after his Decease, the first Son of the Body of the said *H. W.* lawfully begotten, and the Heirs Male of his Body lawfully issuing, and for Default of such Issue, the second Son of the Body of the said *H. W.* lawfully begotten, and the Heirs Males of the Body of the said second Son lawfully issuing, and for Default of such Issue, the third Son of the Body of the said *H. W.* lawfully begotten, and the Heirs Male of the Body of the said third Son, lawfully issuing, and for Default of such Issue, all and every the other Sons of the Body of the said *H. W.* lawfully begotten, severally, successively and respectively, one after the other, as they should be in Seniority of Age, and the Heirs Male of their Bodies, severally, successively and respectively; the Elder of the said Sons, and the Heirs Male of his Body, being ever preferred before the Younger and the Heirs Male of his Body lawfully begotten; and for Default of such Issue, the said *K. B.* and her Heirs and Assigns, to take and receive all and singular the Rents, Issues and Profits of the said two last mentioned Pieces and Parcels of Marsh-Grounds, and the Premises with their Appurtenances, for and during the Continuance of the Residue and Remainder of the said Time and Term of five hundred Years then to come and unexpired: **And whereas** it was, by the said recited Indenture, declared and agreed by me the said *G. W.* for me, my Heirs and Assigns, that all and every Person and Persons which then were, or which at any Time thereafter should be intrusted of and for the Inheritance of the said Premises, &c. in Lease for the Residue of the said Term of five hundred Years as aforesaid, should stand and be seised thereof, and of every Part thereof, and of the Reversion and Reversions, Remainder and Remainders thereof, and of every Part thereof, with their Appurtenances, to such and the same Uses, and for the same Persons severally, successively and respectively, and in such Manner and Form as was therein before limited and appointed of the Marsh-Lands, containing by Estimation, &c. and of all other the Lands of Inheritance mentioned and released as aforesaid, and under the like Liberty and Power of Revocation or Determination, as was in the said recited Indenture after mentioned, of the Uses and Estates of the said Lands of Inheritance released as aforesaid; and that the Residue of the said Term of five hundred Years of the said Premises, so limited upon Trust as aforesaid, and the Inheritance thereof were intended to accompany one another, and that the said Term should be accounted and go as an Inheritance, not as a Chattel, and that the Executors or Administrators of the said Parties, to whom the Premises were limited, severally, successively and respectively as aforesaid, should not have any Estate, Trust and Interest therein; and whereas there were and now are contained in the said Indenture several Provisoes, in these Words following, (that is to say) **Provided always**, that it shall and may be lawful to and for the said *G. W.* at any Time or Times during his Life, by any Deed or Writing, Deeds or Writings, under his Hand and Seal, testified by two sufficient Witnesses, to revoke and make void all or any of the Uses and Estates limited, of all or any Part or Parts of the said Marsh-Land, containing by Estimation, &c. and all other the Lands of Inheritance mentioned and released as aforesaid, at his Will and Pleasure: **Provided always**, that it shall be lawful, to and for the said *G. W.* at any Time or Times during his Life, by any Deed or Writing, Deeds or Writings, under his Hand and Seal, witnessed by two sufficient Witnesses, to revoke

Declared that
the Term
should accom-
pany the In-
heritance, not
as a Chattel,
and the Exe-
cutors not to
have any
Trust therein
Proviso for
Revocation of
the Uses.

and

and make void all or any of the Uses or Estates limited or intended by these Presents, of all or any Part or Parts of the Inheritance of the said Marsh-Lands so granted and assigned for the Residue of the said five hundred Years as aforesaid, at his Will and Pleasure. **And** it is further provided and agreed, that it shall be lawful for the said G. W. at any Time or Times during his Life, at his Will and Pleasure, by any Deed or Writing, Deeds or Writings under his Hand and Seal, testified by two sufficient Witnesses, to revoke and make void, alter or change all or any of the Respective Trust or Trusts in these Presents limited or appointed, of the said Lease Lands so assigned for the Residue of the said Term of five hundred Years as aforesaid: **Now know ye**, that by Virtue of all and every or any the Powers to me the said G. W. reserved and given in and by the said recited Indenture, bearing Date the, &c. Day of, &c. in the Year of our Lord, &c. and of all and every lawful Power and Powers and Authority, which to me in this Behalf doth any way belong or lawfully appertain, I the said G. W. do by this my Deed or Writing under my Hand and Seal, testified by, &c. and the other Persons whose Names are endorsed as Witnesses hereunto, revoke and made void all and every the Use and Uses, Estate and Estates, Trust and Trusts, in the said recited Indenture, dated the, &c. Day of, &c. in the Year of our Lord, &c. declared or limited, as well of or concerning all and every Part or Parts of the said Marsh-Lands, containing by Estimation, &c. and of or concerning all other the Lands of Inheritance mentioned and released by the said recited Indenture, as also of and concerning all and every Part or Parts of the said Marsh-Lands, by the said recited Indenture granted and assigned for the Residue of the said Term of five hundred Years as aforesaid, and of and concerning the Inheritance thereof, and all and every other Use and Uses, Estate and Estates, and Limitations of and concerning all and singular the Premises, and every or any of them, and every Part and Parcel thereof whereof I the said G. W. have any Power of Revocation. **In Witness.**

Proviso to
revoke the
Trusts.

The Revoca-
tion of the
Uses and
Trusts.

(a) Revocation of some Uses, and Limitation of new ones, by Indorsement on the Deed whereby the former Uses were created.

NOW all Persons by these indorsed Presents, that I the within named J. P. by Force and Virtue of the Power and Powers in and by the within written Indenture reserved to me, **Do** by this Indorsement under my Hand and Seal, and sealed and delivered in the Presence of the Witnesses whose Names are hereunder written, revoke, annul and make void, **All** and every the Use and Uses, Estate and Estates, limited or appointed by the within written Indenture, to or for the within named Dame A. D. and M. P. or either of them and to or for the Heirs of their or either of their Bodies; **And** also by this Indorsement under my Hand and Seal, and sealed and delivered in the Presence of the Witnesses aforesaid, by Force and Virtue of the said Power and Powers to me reserved or belonging, do limit and appoint of and concerning all the Manors, Lordships, Messuages, Lands, Tenements and Hereditaments within mentioned, which are in the County of D. (except, &c.) in the Room and Stead of the Uses and Estates hereby revoked, annulled and made void as aforesaid, and to take Effect after the Determination of the several and respective Uses and Estates thereof limited by the within written Indenture, precedent to the Uses and Estates hereby revoked, *Such* Uses, Estates and Trusts as are herein after limited and expressed, that is to say, *As* for, touching and concerning one Moiety of the said Manors and Premises, (except, &c.) **To** the Use of the said Dame A. D. for and During the Term of 99 Years if she shall so long live, without Impeachment of or for any Manner of Waste; and from and after the Determination of that Estate, then **To the Use** of Sir S. A. of, &c. Bart. Son and Heir of the within named Sir S. A. and the within named T. P. and their Heirs, for and During the natural Life of the said Dame A. D. **Upon Trust** to support and preserve the contingent Uses and Estates herein after limited from being defeated, &c. (as in the Marriage Settlements); and for Default of such Issue, then **To the Use** of the said M. P. for and during the Term of 99 Years, if she shall so long live, without Impeachment of or for any manner of Waste; and from and after the Determination of that Estate, **To the Use** of the said Sir S. A. and T. P. and their Heirs, for and during the natural Life of the said M. P. **Upon Trust**, to support and preserve the contingent Uses and Estates herein after limited from being defeated or destroyed, and for that Purpose to make Entries and bring Actions as Occasion shall require; **But** nevertheless to permit and suffer the said M. P. and her Assigns to receive and take the Rents, Issues and profits thereof, to and for her and their own Use

First Use.

Second Use,
&c.

VOL. III.

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Use

(a) For various Limitations and Uses, revocable in Settlements) and new ones created, vide Tit. Limitations of Uses and Tit. Settlements.

Use, during her natural Life, and from and after her Decease, **To the Use** of the Heirs of the Body of the said *M. P.* lawfully to be begotten; and for Default of such Issue, **To the Use** of me the said *J. P.* my Heirs and Assigns for ever; *And as for*, touching and concerning the other Moiety of the said Manors and Premises, (except as aforesaid,) **To the Use** of the said *M. P.* for and during the Term of her natural Life *sans* Waste; after that Estate, **To the** above Trustees for the Life of *M. P.* to support contingent Remainders, as above, then **To the Use** of the Heirs of the said *M. P.* in Default, **To the Use** of Dame *A. D.* for 99 Years *sans* Waste; then **To said Trustees** for her Life, to support contingent Remainders as aforesaid, and after her Decease, **To the Use** of the Heirs of the Body of the said Dame *A. D.* and in Default thereof, **To the Use** of the said *J. P.* and his Heirs for ever.

A Revocation of a Letter of Attorney, and a new one made to another Person.

T*D* all, &c. *A. B.* of, &c. (*a*) sends Greeting. **Whereas** the said *A. B.* did heretofore, by Writing or Letter of Attorney, empower *B.* of, &c. (*recite the Letter of Attorney*) as thereby, Relation, &c. **Now know ye**, that the said *A.* for divers good Causes and Considerations him thereunto moving, hath revoked, recalled and countermanded, and by these Presents doth revoke, &c. and to all Intents and Purposes (as far as in him lies) make null, void and of none Effect the said recited Writing or Letter of Attorney, and all Powers and Authorities therein and thereby, or in and by any other Deed or Writing made, granted or given, and all other Things therein, or in any or either of them contained, and doth hereby make void and disclaim all Acts, Matters and Proceedings which shall or may be acted, done or performed by Virtue or Means thereof in any Manner of wife: **And further know ye**, that the said *A.* hath made, named and ordained, &c. (*The new Letter of Attorney follows here.* Vide Tit. **Letters of Attorney.**)

A Deed Poll from Trustees, whereby they consent that a Grantor may revoke his Settlement according to a Power therein contained for that Purpose.

T*D* all Persons to whom these Presents shall come, *A.* of, &c. *B.* of, &c. and *K. J.* (now Wife of *M. J.* of, &c.) send Greeting. **Whereas** by Indenture *Tripartite* of Release, bearing Date, &c. and made or mentioned to be made between the said *M. L.* of the first Part, the said *A.* and *B.* of the second Part, and the said *K. J.* (by her then Name of *K. S.* of, &c. Widow,) of the third Part, the said *M. J.* (in Consideration of a Marriage then intended, and which has been since had and solemnized between him and the said *K.* his now Wife, and for divers other Considerations therein mentioned) *Did* grant, alien, infeof, release and confirm unto the said *A.* and *B.* and their Heirs, (in their actual Possession then being by Virtue of a Lease (*b*) for six Months therein mentioned,) **All** that, &c. (*Mention all the Parcels exactly with the general Words, Reversion and Estate, &c. to the Habendum*) **To hold** the said Premises unto them the said *A.* and *B.* and their Heirs, to the several Uses, Intents and Purposes, and under and subject to the several Powers, Provisoes and Agreements therein particularly mentioned and expressed, touching and concerning the same; *In which* said Indenture *Tripartite* there is contained a Proviso or Condition to the Effect following, *viz.* that it should and might be lawful to and for the said *M. J.* at any Time or Times, during his natural Life, by and with the Consent of the said *K. S.* (now the Wife of the said *M. J.*) and of the said *A. B.* or the Survivor of them, &c. [*The other part of the Proviso exactly,*] any Thing in the said Indenture *Tripartite* contained to the contrary hereof in any wise notwithstanding, as in and by the said in Part recited Indenture *Tripartite*, Relation, &c. **Now know ye**, that the said *A.* and *B.* and the said *K.* (now the Wife of the said *M. J.*) by Virtue of the said Power, and by this their present Writing under their Hands and Seals, executed in the Presence of three credible Witnesses, whose Names are hereon indorsed, **Do**, and each and every of them **Doth** hereby freely consent and agree, that it shall and may be lawful to and for the said *M. J.* at any Time or Times hereafter, during the Term of his natural Life, by any Writing or Writings under his the said *M. J.*'s Hand and Seal, and by him sealed and delivered in the Presence of three or more credible Witnesses, *To revoke*, alter, change, frustrate or make void all or any the Use or Uses, Estate or Estates, before in the

Consent.

(*a*) It is more usual, according to the Modern Practice, to make these Deeds Poll in the first Person, and not in the Third.

(*b*) Lease for a Year, or a Lease for six Months, have the same Operation.

said

said recited Indenture *Tripartite* of Release limited, mentioned, expressed or appointed; and from and after such Revocation, Alteration, Change, Frustrating or making void of all or any the Use or Uses, Estate or Estates, in the said hereby in Part recited Indenture *Tripartite* of Release, limited and expressed, the said (Trustees) their Heirs and Assigns, shall from thenceforth stand and be seised of the said Premises, or of such Part and Parts thereof as shall be so revoked, to such other Use and Uses, and for such other Estate or Estates, as he the said M. J. should by any Writing or Writings under his Hand and Seal, to be by him signed, sealed and delivered in the Presence of three or more credible Witnesses, direct, limit or appoint the said Premises or any Part thereof. **In Witness, &c.**

Revocation of the above recited Settlement, pursuant to the Power therein, and the Consent by the above Deed Poll.

To all Persons to whom these Presents shall come, M. J. of, &c. sendeth Greeting. The Revocation. **Whereas** by Indenture *Tripartite* of Release, bearing Date, &c. *Recite as in the last mentioned Deed Poll is mentioned.* And **whereas** the said A. and B. and K. (the now Wife of the said M. J.) according to the Power reserved unto them in the said recited Indenture *Tripartite* of Release, &c. (*Recital of the Deed Poll,*) as in and by the said Deed Poll, Relation thereunto being had, more at large may appear: **Now know ye**, and these Presents witness, that the said M. J. (according to the said Power, Liberty and Authority to him given, limited and reserved as aforesaid, and by Virtue of all and every other Power or Powers and Authority whatsoever, enabling him thereunto, and by Virtue of such Consent as aforesaid) **Doth** by this his present Writing under his Hand and Seal, and by him signed, sealed and delivered in the Presence of C. D. and E. (three credible Witnesses, whose Names are hereon indorsed) revoke, alter, change, frustrate and make void **All** and every the Use and Uses, Estate and Estates touching and concerning all and every the Messuages, Lands, Tenements, Hereditaments and Premises in or by the said in Part recited Indenture *Tripartite* of Release limited, mentioned, expressed or appointed to any Person or Persons whatsoever. **In Witness, &c.**

Sir R. R.'s Revocation of a Settlement and Limitation of new Uses, &c.

To all to whom these Presents shall come, Sir R. R. of, &c. sendeth Greeting. **Whereas** the said Sir R. R. in Performance of an Agreement made before Mariage with Dame M. his Wife, by Indenture dated, &c. (*Recitals of Uses created by former Deeds*): **Now know ye**, that the said Sir R. R. by this present Deed indented in Writing, attested by the three credible Persons whose Names are hereon indorsed as Witnesses hereunto, by Virtue of the said recited Power and all other Powers, enabling him in this Behalf, **hath** revoked, determined and made void, and by these Presents the said Sir R. R. **Doth** fully, clearly and absolutely revoke, determine and make void *The Use* limited to the said R. B. (*and revokes all the Uses in the same Order and Date as created*) **To the Use** of such Person and Persons and for such New Uses, Estate and Estates, and for raising such Sum and Sums of Money, as the said Sir R. R. shall by To the Use any Deed or Writing or by his last Will and Testament in Writing, attested by two or more of his Will. credible Witnesses, direct or appoint, and for want of such Direction or Appointment, and subject thereunto, **To the Use** of the said Dame M. R. and her Assigns, for and during the To his Wife Term of her natural Life, without Impeachment of Waste, and with full and free Liberty to for Life sans Waste, with Power of letting Leases. commit Waste at her Will and Pleasure, and to lease the said Premises for any Term of Years not exceeding 21 Years, at Rack Rent; and from and after the Decease of the said Dame M. R. **To the Use** of such of the Sons of the said Sir R. R. on the Body of the said Dame To the Use M. R. begotten, and for such Estate and Estates, and chargeable with such annual Sum and Sums in Gros, as the same Dame M. R. by any Deed or Deeds in Writing, or last Will and Testament in Writing, attested by two or more credible Witnesses, shall direct or appoint, and for want of such Direction or Appointment, and subject thereunto, **To the Use** of the Remainder to Rights Heirs of the said Sir R. R. for ever. **In Witness** whereof the said Sir R. R. hath the Husband to these Presents set his Hand and Seal the 11th Day of — (*This Deed was inserted as a Precedent to introduce the Declaration of new Uses after the Recital of the former ones.*) in Fee.

(a) The Revocation may be made by the same, or a separate Deed from the former, whereby the old Uses were recited to be created, only saying *Now know ye*, and leaving out the Recital thereof.

A Security from a Baron and Feme, by Indorsement, for a further Sum lent, whereby they revoke a former Power, &c. and by present Deed limit the mortgaged Premises to the Mortgagee for securing ——— and Interest.

Recital of the
further Security.

The Revoca-
tion.

Exception.

New Limita-
tion.

To all People to whom these Presents shall come, the within named *R. H.* and *S.* his Wife, and *T. D.* and also *J. D.* all of, &c. send Greeting. **Whereas** the principal Sum of 1000*l.* by the said *T. D.* advanced and lent on Security of the within mortgaged Premises, doth still remain wholly due, owing and unpaid, and upon an Account this Day stated by and between the said *R. H.* and the said *T. D.* there doth appear to be due, and in Arrear unto the said *T. D.* the Sum of 75*l.* of, &c. for Interest Money of and for the said Sum of 1000*l.* over and above what hath been paid unto him, which said Sum of 75*l.* the said *R. H.* and *S.* his Wife have agreed and do hereby agree, shall become principal Money, and that the within mortgaged Premises shall become charged therewith: **And whereas** the said *T. D.* hath now advanced and lent unto the said *R. H.* and *S.* his Wife, the further Sum of 225*l.* of, &c. which with the aforementioned Sum of 75*l.* amounts together to the Sum of 300*l.* for securing the Payment of which said Sum of 300*l.* with lawful Interest for the same, the said *R. H.* by his Bond or Obligation, bearing even Date with these Presents, is become and stands bound unto the said *T. D.* in the penal Sum of 600*l.* of, &c. with Condition to pay the Sum of 315*l.* of like Money in Manner following, (that is to say) the Sum of 7*l.* 10*s.* Part thereof on, &c. next ensuing the Date of these Presents, and the Sum of 307*l.* 10*s.* Residue thereof, and in full Payment of the said Sum of 315*l.* on, &c. **And** the said *R. H.* and *S.* his Wife have also agreed, that the within mortgaged Premises shall become a Security not only for the Payment of the above mentioned principal Sum of 1000*l.* and the Interest thereof, but also of the said Sum of 300*l.* and the Interest for the same: **Now know all Men** by these Presents, that the said *R. H.* and *S.* his Wife, (in Consideration of the Premises, and for the Ends, Intents and Purposes herein after mentioned) **Have**, and each of them hath (by Virtue, in Pursuance and in Execution of the Power and Authority to them in this Behalf reserved, given and derived in and by the within written Indenture, and also of all and every Power and Powers, Authority and Authorities to them, or either of them, reserved, derived, accrewing or belonging by any other Way or Ways or Means whatsoever or howsoever) altered, changed, revoked, determined and made void, and by this present Deed or Writing by them the said *R. H.* and *S.* his Wife, signed, sealed, executed and delivered in the Presence of a Competent Number of Witnesses, in this Behalf **Do**, (by Virtue, in Pursuance and Execution of the Power and Powers, and the Authority or Authorities aforementioned) and each of them **Doth** fully and absolutely alter, change, revoke, determine and make void all and every the Use and Uses, Estate and Estates, Limitation and Limitations in or by the within written Indenture made, created, limited, appointed, declared or expressed of, for, touching or concerning the Messuages or Tenements, Lands, Grounds, Hereditaments and Premises within mentioned, and every of them, and every Part and Parcel thereof, (other than, &c.) **And** for and in Consideration that the said *T. D.* hath acquitted and discharged the said *R. H.* and *S.* his Wife, of and from all Interest due and owing upon or by Virtue of the within written Indenture of Mortgage to the Day of the Date of these Presents, and also for and in Consideration of the said Sum of 225*l.* by the said *T. D.* now advanced and lent unto the said *R. H.* and *S.* his Wife as aforementioned, the Receipt whereof the said *R. H.* and *S.* his Wife do hereby acknowledge, and thereof do acquit and discharge the said *T. D.* his Executors, Administrators and Assigns, by these Presents, and for the further and better securing the Repayment thereof, and of the aforesaid Sum of 75*l.* with lawful Interest for the same respectively, unto the said *T. D.* his Executors, Administrators or Assigns, and for and in Consideration of the Sum of 5*s.* of, &c. to the said *R. H.* and *S.* his Wife, in Hand, at or before the Sealing and Delivery of these Presents, by the above named *J. D.* well and truly paid, the Receipt whereof the said *R. H.* and *S.* his Wife, do hereby acknowledge accordingly; and to the End, Intent and Purpose that all and every the Messuages, &c. be settled and assured, and be, remain and continue to and for the several Uses, Intents and Purposes, and under and subject to the several Provisoies and Agreements herein after limited and expressed, they the said *R. H.* and *S.* his Wife, by Virtue, in Pursuance and further Execution of the Power and Authority to them in this Behalf reserved, given and derived in and by the said within written Indenture, and of all other Power or Powers, and Authority and Authorities as aforementioned, **Have**, and each of them **Doth** limited, declared and appointed, and by this present Deed or Writing by them the said *R. H.* and *S.* his Wife, signed, sealed, executed and delivered in Manner aforementioned, **Do**, and each of them **Doth**, by Virtue, in Pursuance and further Execution of the Power and Powers, and

and Authority and Authorities aforementioned, limit, declare and appoint, that all and every the said Messuages, &c. within mentioned, with their and every of their Appurtenances, and every Part and Parcel thereof, shall be, remain and continue, and that the within recited Indentures of Lease and Release, and the Fine thereupon levied as within mentioned, shall (subject as aforesaid) be and enure, and be adjudged, deemed, construed and taken to be and enure upon the Trust, and to and for the several Uses, Ends, Intents and Purposes, and under and subject to the several Provisoos, Conditions and Agreements herein after mentioned, declared, limited and expressed, (that is to say) **To the Use** and Behoof of the above named *J. D.* his Executors, Administrators and Assigns, for and during and unto the full End and Term of 1500 Years, to commence and be reckoned and computed from the Day of the Date of these Presents, without Impeachment of or for any Manner of Waste; **In Trust** nevertheless for and to and for the only proper Use and Behoof of the said *T. D.* his Executors, Administrators and Assigns; but subject nevertheless also to the Proviso or Condition after mentioned and contained for the sooner Determination of the same Term and Estate as herein after is mentioned; and from and immediately after the End and Expiration or other Determination of the said several Terms and Estates respectively, and subject to the same and to each and every of them, **To the Use** and Behoof of the said *R. H.* and *S.* his Wife, and the Survivor of them, &c. **To the Use** and Behoof of the right Heirs of the said *R. H.* for ever, and to and for none other Use, Intent or Purpose whatsoever: **Provided always**, and these Presents are upon this Condition nevertheless, that if the said *R. H.* and *S.* his Wife, or either of them, their or either of their Heirs, Executors, Administrators or Assigns, or any of them, do and shall well and truly pay, or cause to be paid, unto the said *T. D.* his Executors, Administrators or Assigns, the Sum of 1365 *l.* of, &c. in Manner following, *viz.* &c. (*Times of Payment*) without making any Deduction, Defalcation or Abatement, out of the same Payments or either of them, for or in Respect of any Taxes, Charges, Assessments or Impositions, either Parliamentary or otherwise; **Then** the said *T. D.* his Executors, Administrators or Assigns, shall and will, at any Time after such Payment made as aforesaid, at the Request and Charge of the said *R. H.* and *S.* his Wife, their Heirs or Assigns, cause or procure the aforesaid *W. R.* his Executors, Administrators or Assigns, to surrender or otherwise assign and set over the said Term and Estate for 500 Years, and the within mortgaged Premises, and all his and their Estate, Term and Interest therein, either unto the said *R. H.* and *S.* his Wife, their Heirs or Assigns, or unto such other Person or Persons as the said *R. H.* and *S.* his Wife, their Heirs or Assigns, shall nominate or appoint, free from all Incumbrances made, done or committed by the said *W. R.* his Executors, Administrators or Assigns, or any of them; and then also, after such Payment made as aforesaid, he the said *T. D.* his Executors, Administrators or Assigns, shall and will, at the like Request and Charge of the said *R. H.* and *S.* his Wife, their Heirs or Assigns, surrender or otherwise assign and set over the said Term, &c. (*other Terms assigned as before*) **And** the said *R. H.* doth hereby, for himself, his Heirs, Executors and Administrators, covenant, promise and agree, to and with the said *T. D.* his Executors, Administrators or Assigns, that the said *R. H.* his Heirs, Executors, Administrators or Assigns, or some of them, shall and will well and truly pay or cause to be paid unto the said *T. D.* his Executors, Administrators or Assigns, the said Sum of 1365 *l.* of, &c. on the Days and Times, and in Manner and Form aforementioned; **And** it is hereby provided and agreed, by and between the said Parties to these Presents, and it is the true Intent and Meaning of these Presents, and of all the said Parties hereto, that it shall and may be lawful to and for the said *R. H.* and *S.* his Wife, and the said *R. H.* and *S.* his Wife do hereby reserve unto themselves full Power and Authority at any Time hereafter, during their joint Lives, by any Deed or Writing, Deeds or Writings to be by them signed, sealed, and delivered in the Presence of three or more credible Witnesses, to alter, change, revoke, determine and make void all or any the Use or Uses, Estate or Estates above hereby limited, expressed or appointed, touching or concerning the said Messuages or Tenements, Lands, Grounds and Premises within mentioned, or any Part or Parcel thereof, (the several Terms and Estates of 500 Years, &c. abovementioned, always and only excepted) and by the same or any other Deed or Writing, Deeds or Writings to be by them signed, sealed and duly executed in the Presence of three or more credible Witnesses, to limit, declare or appoint any other Use or Uses of the same Premises, and every or any Part or Parcel thereof; but always subject to the three several Terms aforementioned. **In Witness, &c.**

A new Term created as a collateral Security.

Uses to Husband and Wife for Life, Remainder to the Children.

Remainder to the Husband in Fee.

Proviso of Redemption.

Covenant to assign upon Payment.

Covenant for Payment.

Power of Revocation.

Power to declare new Uses.

Revocation by Husband and Wife, by Indorsement on the Deed which created the Uses of a Fine and Recovery.

KNOW all Persons by these Presents, that we, the within named G. V. and M. my Wife, for divers good Causes and valuable Considerations, us thereunto specially moving, by Virtue of the within written Agreement or Power of Revocation to us reserved, and by Virtue and Force thereof, and of all and every other Power and Powers, Authority and Authorities whatsoever, which to us or either of us now belong or appertain, and enabling us in this Behalf, and as fully as we may or can, **Have** revoked, annulled and made void, and by this our present Deed or Instrument in Writing, signed, sealed and executed by us in the Presence of, and attested by, &c. (three credible Witnesses, whose Names are hereunder written as Witnesses to the Signing, Sealing and Executing hereof) **Do** hereby absolutely revoke, annul and make void all and every the Uses, Trusts, Estates, Limitations, Powers and Agreements in and by the within written Indenture mentioned, limited, appointed, declared and expressed, of and concerning the within mentioned third Part, &c. and we the said G. V. and M. my Wife, in further Execution of the said within written Agreement or Power, to us reserved, and by Virtue thereof and of all and every other Power and Powers, Authority and Authorities whatsoever, enabling us or either of us thereunto, and as fully as we may or can, (by this our present Deed or Instrument in Writing, signed, sealed, executed and testified in Manner as aforesaid) **Do** hereby appoint, limit and declare, that as well the within mentioned Fine or Fines levied of the said third Part of the said Manor, &c. as also all and every other Fine and Fines, Recoveries, Conveyances and Assurances in the Law whatsoever, already or hereafter to be had, made, levied, suffered or executed of the same Premises, shall be and enure, and that the within named J. P. and his Heirs, shall from henceforth stand and be seised of the said third Part of the said Manor, &c. and all and singular other the Premises comprised in the said Fine, to the Use of him, his Heirs and Assigns for ever. **In Witness, &c.**

New Appointment.

Separations.

Deeds of Separations on various Occasions.

A Deed of Separation between Husband and his Wife, whereby the Wife (after having for lived sometime at her own Expence) hath an Allowance from her Husband, and is to enjoy all her own future Acquisitions, &c.

Recitals.

Separation, that the Wife hath for some Time lived at her own Expence. Allowance.

The Wife to enjoy all her own future Acquisitions.

The Grant.

THIS Indenture made the, &c. Between A. B. of, &c. and S. his Wife, of the one Part, and T. W. and W. H. of, &c. of the other Part. **Whereas** divers Disputes and unhappy Differences have (for the Space of of some Years last past) arose between the said A. B. (the Husband) and the said S. B. (the Wife) inasmuch that the said S. hath, by and with the Directions, Consent and Approbation of the said A. B. lived as sole and separate from the said A. B. and at her own Expence, without charging with or engaging her said Husband in any Debt or Debts whatsoever for her Maintenance or Subsistence: **And whereas** A. B. for the further Encouragement or Continuance of the said S. his Wife her sole and separate Living, is content, willing and desirous that the said S. his Wife, shall not only have, keep and enjoy all and every the Estate, Goods, Chattels, Bills, Bonds, Rights, Credits, Plate, Rings, Jewels, Household Stuff, and other valuable Commodities whatsoever, which she, or any other Person or Persons *In Trust* for her, now hath or have, or hereafter shall have or be possessed of, but also all other Estates, Rights, Credits, Monies, Goods, Claims and Demands whatsoever, which she the said S. by her own Industry, shall obtain or acquire, or which by any Gift, Devise or Bequest, she the said S. or the said A. B. his Executors or Administrators in Right of her, may, might or can hereafter claim, challenge or demand, to the only sole and separate Use of the said S. and her Assigns: **Now this Indenture witnesseth**, that as well for the Consideration above mentioned, as for and in Consideration of the Sum of 100 l. of good and lawful Money of *England* to the said A. B. by the said T. W. in Hand well and truly paid, the Receipt whereof he the said A. B. doth hereby acknowledge, and thereof and of every Part thereof doth acquit and discharge the said T. W. his Executors, Administrators and Assigns by these Presents, and of 5 s. in Hand likewise paid by the said W. H. to the said A. B. they the said A. B. and S. his Wife, **Have** granted, bargained,

gained, sold, assigned and set over, unto the said *T. W.* and *W. H.* All the Estate, Goods, Chattels, (*ut supra quousque*) claim, challenge or demand whatsoever ; **To have and to hold** all and singular the Premises above mentioned, with their and every of their Appurtenances, unto the said *T. W.* and *W. H.* (*the Trustees*) their Heirs and Assigns for ever, without any lawful Let, Suit, Trouble, Hindrance, Molestation, Eviction or Interruption whatsoever of him the said *A. B.* his Executors, Administrators or Assigns, or any other Person or Persons by him or them deputed, or lawfully claiming by, from, or under him, them, or any of them ; **In Trust nevertheless** to the sole and separate Use of the said *S.* and at her only sole and separate Disposal. **And** the said *A. D.* doth hereby for himself, his Executors, Administrators and Assigns, covenant, promise and grant to and with the said *T. W.* and *W. H.* their Executors and Administrators, that it shall and may be lawful to and for the said *T. W.* and *W. H.* and the Survivor of them, or the Executors or Administrators of such Survivor, at all or any Time or Times hereafter, to take, have and receive all and every the hereby granted, bargained and assigned Premises, and that it shall and may be lawful to and for the said *T. W.* and *W. H.* their Executors and Administrators, and the Survivor, from Time to Time, and at all Times hereafter, to pay and deliver to the said *S.* or her Assigns, all such Estate, Monies, Goods and Chattels, and other the hereby granted and assigned Premises, and the Benefit, Advantage and Proceed thereof, to her sole and separate Use, freed and discharged of and from any Disturbance, Claim or Demand, of and from the said *A. B.* his Executors, Administrators and Assigns, or any Person or Persons claiming or to claim by, from or under him, them, or any of them. **And further**, the said *A. B.* doth hereby, &c. covenant, promise and grant, to and with, &c. (*as above*) that the said *A. B.* his Executors and Administrators, shall and will, from Time to Time, and at all Times hereafter, well and sufficiently save, defend and keep harmless and indemnified, all the Estate, Monies, Goods and Chattels, and all and singular other the Premises hereby granted, bargained and assigned, or meant or mentioned, or intended to be hereby granted, bargained and assigned, and all other the Estate, Goods and Chattels, Rights and Credits, which she the said *S.* by her own Industry, shall hereafter obtain or acquire, or which by any Gift or Devise she the said *S.* or he the said *A. B.* his Executors, Administrators or Assigns, in Right of her, may, might, or can hereafter claim, challenge or demand, of and from all and all Manner of Action and Actions, Suits, Arrests, Attachments, Outlawries, Judgments, Statutes and Recognizances, by or against him the said *A. B.* had, suffered, recovered, or sued forth or obtained, or hereafter to be had, suffered, recovered, or sued forth or obtained against him the said *A. B.* by any Debt or Default of the said *A. B.* or his Act, Means, Default, Consent or Procurement : **And further**, the said *A. B.* doth covenant, promise, &c. (*as above*) that it shall and may be lawful to and for the said *S.* by her last Will and Testament, or any other Deed or Writing by her duly executed, to give away and dispose of all or any such Estate, Monies, Goods and Chattels hereby assigned, or meant, mentioned, or intended to be hereby assigned, and that such Will, Testament, or other Deed, shall be good and available in Law, the Consent of the said *A. B.* being hereby declared thereto ; **And further**, that the said *T. W.* and *W. H.* and the Survivor of them, in the Name of the said *A. B.* shall and may lawfully ask, demand, sue for, recover and receive of any Person or Persons whatsoever, all and singular such Estate, Goods, Monies, Chattels, and all the hereby granted and assigned Premises, to and for the only proper Use and Behoof of the said *S.* and her Assigns, and in the Name of the said *A. B.* to give Receipts, Releases and Discharges for any such Estate, Goods, Chattels, Monies, or other the Premises, and on the Recovering, Receiving or Obtaining the same, or otherwise, as to them the said *T. W.* and *W. H.* or the Survivor of them, shall seem meet, to give Receipts and Acquittances, or other Discharges for the same : **And further**, the said *A. B.* doth by these Presents ratify all and whatsoever the said *T. W.* and *W. H.* or the Survivor of them, shall lawfully do or cause to be done, in and about the Execution of all and singular the Premises. **And lastly**, the said *A. B.* and *S.* his Wife, for themselves, their Executors and Administrators, do hereby covenant, promise and agree to and with the said *T. W.* and *W. H.* their several Executors, Administrators and Assigns, that out of such Sum and Sums of Money, or other Estate, as shall come to the Hands of the said Trustees, or either of them, it shall be lawful to deduct, reimburse and satisfy, unto them the said *T. W.* and *W. H.* or either of them, or the Survivor of them, what they shall expend or lay out in and about the Execution of the Trust hereby in them reposed, and shall also deduct and receive all such Sum and Sums of Money, as the said *A. B.* shall hereafter be chargeable with by Reason of any Nonsuit or Verdict against the said *A. B.* in any Suit to be commenced by Virtue of these Presents, that the said Trustees may pay and discharge. **In Witness, &c.**

The Premises
of Particulars
Habendum
to Trustees.

Covenants.

Without the
Husband's Dis-
turbance.

The Hus-
band's Indem-
nification.

Ratification.

Trustees to be
reimbursed
in their Charges.

A Deed of Separation, whereby the Wife, in Consideration that the Husband restores her Marriage Portion to her Trustees, covenants to join in levying a Fine to the Use of the Husband in Fee, to bar her Dower and Thirds, and to protect his Estate against her future Contracts and Alimony.

THIS Indenture Tripartite, made the ——— Day of ——— Between R. S. of, &c. of the first Part, S. the Wife of the said R. S. (late S. C. Spinster) of the second Part, and M. C. of, &c. and W. C. of, &c. (Brothers of the said S. S.) of the third Part. **Whereas** some unhappy Differences having arose between the said R. S. and S. his Wife, they in Regard thereof, have mutually consented and agreed to live separate and apart from each other, and previous to such Separation, and in Consideration thereof, he the said R. S. hath agreed to repay the Sum of 70 £. by him received, and to deliver all such Household Goods, Furniture and Linen by him had and received, as and for the Marriage Portion of her the said S. unto the said M. and W. C. *In Trust* nevertheless for the sole and separate Use, Benefit and Dispose of the said S. S. as after mentioned; and he the R. S. hath also further agreed, that as well all Estates, Monies, Goods and Chattels, of what Nature or Kind soever, as shall descend or be given to her the said S. S. by any of her Relations and Friends, as also all Monies whatsoever to be by her got in any Trade, Employment or Business, shall from henceforth go and be to and for her future Support and Maintenance, and that all the said Premises shall be for the sole separate Use, Benefit and Dispose of her the said S. S. (notwithstanding her present Coverture) exclusive of him the said R. S. in such Manner as herein after mentioned; in Consideration whereof she the said S. S. hath agreed to join with him the said R. S. in levying a Fine *sur Conusans*, &c. whereby to bar and extinguish all her Right and Title of Dower and Thirds, of, in, and to the Messuages, Lands and Hereditaments of the said R. S. herein after mentioned; **AND** they the said M. and W. C. for and on Behalf of the said S. S. have agreed to indemnify the said R. S. of and from Payment of all Maintenance Monies to be by her the said S. S. demanded or recovered against the said R. S. as also of and from all Contracts, Debts and Engagements whatsoever, to be by her the said S. S. in any wise contracted, and which he the said R. S. shall actually pay, together with Charges touching the same, in such Manner as herein after is also mentioned: **Now this Indenture witnesseth**, that in Part of Performance of the said recited Agreement, he the said R. S. for himself, his Heirs, Executors and Administrators, and for every of them, doth hereby covenant, promise, grant and agree to and with the said M. C. and W. C. their Executors, &c. in Manner as follows, *viz.* That it shall and may be lawful to and for the said S. his Wife, and that he the said R. S. shall and will, from henceforth, permit and suffer her, from Time to Time, and at all Times, during her present Coverture, to live separate and apart from him the said R. S. and to go, reside, and be at or in such Place and Places, Family and Families, and with such Relations and Friends, as she the said S. shall from Time to Time, at her Will and Pleasure, notwithstanding her present Coverture, and as if she were a Feme Sole, think fit; and that he the said R. S. shall not, at any Time or Times hereafter, sue her the said S. in the Ecclesiastical Court, or any other Court for her living so separate and apart from him, or compel her to cohabit with him, nor sue, molest, disturb or trouble any Person or Persons whatsoever, for the Relieving, Harboursing or Entertaining her, nor shall or will, at any Time hereafter, during the said Coverture, or at her Death, claim or demand any of her Monies, Plate, Rings, Cloaths, Goods, Chattels, and other her Effects and personal Estate, of what Nature or Kind soever, which she the said S. at any Time hereafter shall get, acquire, or be possessed of, or which shall be devised or given to her, during her Life, by any of her Relations or Friends, and that she shall and may peaceably and quietly hold, possess, receive and enjoy the same to and for her sole and separate Use, Benefit and Dispose (notwithstanding her present Coverture, or as if she were a Feme Sole) without any Let, Suit, Trouble, Interruption or Disturbance whatsoever, of or by him the said R. S. his Heirs, Executors and Administrators, or of or by any other Person or Persons whomsoever, lawfully claiming or to claim, by, from or under him: **And this Indenture further witnesseth**, That to the End and Intent the said S. S. may from henceforth be enabled to Support and Maintain herself, during her Life, he the said R. S. (in full Performance of his Part of the said recited Agreement, and in Consideration of such Separation as aforesaid, and of his being indemnified by them the said M. C. and W. C. of and concerning the same, in such Manner as herein after is mentioned and expressed, and at the Request, and by and with the Consent, Direction and Appointment of the said S. S. testified by her Executing hereof) **hath**, immediately before the Executing of these Presents, paid and delivered to them the said M. C. and W. C. or one of them,

as

Differences.
Separation
agreed on.
The Husband
to refund the
Wife's Mar-
riage Portion.
All future Be-
quests, &c.
to be for the
Wife's sepa-
rate Use.

The Wife in
Consideration
thereof, joins
in a Fine to
bar her Dower
and Thirds.
The Husband
indemnified
from the
Wife's future
Maintenance
and Contracts.

The Wife to
reside where
she pleases,
without the
Husband's
Interruption.

The Husband
renounces all
Claims on the
Wife's Death.

Trustees co-
venant to in-
demnify the
Husband a-
gainst the
Wife's future
Debts, Con-
tracts and Ali-
mony.

Deed of Separation, whereby the Wife is to have the Use of a House and Furniture, &c. during her Life, on paying Ground Rent, and if she survives, the sole Property, and also two Annuities payable to the Husband; and the Husband reserves to himself 100l. per Ann. out of the Wife's Jointure by a former Husband.

Separation agreed on.

Covenants.
Husband not to cohabit with his Wife.

The Wife to have the Use of her House, Furniture, Plate and Jewels, &c.

The Wife to pay the Ground Rent, and to repair.
The Wife to receive two Annuities, payable to the Husband.
The Wife (after the Husband's Decease) to have the House and Furniture, &c. and to receive the Rent of one other House during her Life.

The Husband to pay the Wife her Jointure by a former Husband (except 100 l. per Ann.)
That the Wife will live separate.

The Husband (if he survives) to have the House, Furniture, &c.

If Part of the Jointure-Lands are recovered by Law from the Wife, the

THIS Indenture, &c. Between T. J. of, &c. Gent. of the one Part, and A. B. of, &c. and B. the Wife of the said T. J. of the other Part. **Whereas** the said T. J. and B. his Wife, for divers great Causes and weighty Considerations them thereunto moving, have mutually condescended and agreed, and do by these Presents mutually condescend and agree from henceforth, for and during their respective natural Lives, to live separate and apart on the Conditions and Terms following: **Now this Indenture witnesseth**, and the said T. J. for himself, his Heirs, Executors and Administrators, in Pursuance of such Agreement, doth covenant, promise and agree, to and with the said A. B. his Executors, Administrators and Assigns in Manner following, that is to say, That he the said T. J. shall and will from henceforth, for and during his natural Life, live separate and apart from his said Wife B. and shall not, nor will not hereafter cohabit, abide or dwell with her as his Wife, nor use or frequent her Company or Conversation at any Time or Times hereafter, otherwise than as he may and might lawfully do with a Stranger; **And further**, that it shall and may be lawful to and for the said B. or her Assigns, for and during her natural Life and the Separation aforesaid, to dwell and inhabit in the House in *Barlet's Buildings*, wherein she now dwells, and have the Use and Occupation of the Goods, Chattels, Plate, Jewels and Household-Stuff therein now standing and being, in the Schedule to these Presents annexed, without any Molestation or Disturbance of or by the said T. J. his Heirs or Assigns, or any Person or Persons lawfully claiming or to claim by, from or under him, them, or any of them; she the said B. from Time to Time paying and discharging the Ground Rent of the said House, and keeping the same in good and substantial Repair; **And further**, that it shall and may be lawful to and for the said B. **And** the said B. is hereby authorized and empowered from Time to Time, and at all Times during her natural Life, and the Separation aforesaid, to receive to her own particular Use one Annuity of — payable by — to the said T. J. and one other Annuity of — per Ann. payable by, &c. to the said T. J. **And further**, that she the said B. in Case she happen to survive him the said T. J. and the said Separation continue to the Decease of the said T. J. shall and may immediately after the Decease of the said T. J. possess and enjoy, to the Use of herself, her Executors and Administrators, the whole Estate, Term and Interest of him the said T. J. of, in and to the said House in *Barlet's Buildings*, and also the said Jewels, Plate, Household-Stuff, Goods and Chattels, and every of them, and shall also for and during the Term of her natural Life have, take, receive and enjoy all the Rents, Issues and Profits of one other House of the said T. J. situate in — now in the Tenure or Occupation of — **And further**, that the said T. J. shall and will yearly and every Year during the natural Life of the said B. in Case the said Separation continues, pay unto her the said B. for her further separate Maintenance, all the Rents, Issues and Profits of her Jointure, by her former Husband R. B. situate in — when and so often as he shall and conveniently may receive the same, saving and only excepted out of the said yearly Rents, Issues and Profits of that Estate, 100 l. per Ann. deducting Taxes, which is agreed to be retained by him the said T. J. to his own Use, out of the Rents and Profits of that Estate. **And** the said A. B. (the Trustee) in Pursuance of the Agreement aforesaid, **Doth** covenant, promise and agree, for himself, his Executors and Administrators, and also for the said B. to and with the said T. J. that she the said B. shall and will from henceforth, for and during the Term of her natural Life, live separate and apart from her said Husband T. J. and shall not, nor will hereafter cohabit, abide or dwell with him the said T. J. as her Husband, nor use or frequent his Company or Conversation at any Time or Times hereafter, otherways than as she may lawfully do with a Stranger; **And further**, that in Case the said T. J. shall happen to survive the said B. that then the said Plate, Jewels, Household-Stuff, Goods and Chattels, and every Part thereof, shall immediately after the Decease of the said B. be put into the actual Possession of the said T. J. together with the said Dwelling-house in *Barlet's Buildings* aforesaid, whole, safe and undamaged, and in as good Plight, Condition and Value, as the same now are, (reasonable Wear and Usage in the mean Time only excepted); **And further**, that he, &c. (Vide Trustee's Covenant to indemnify the Husband, in the last foregoing Deed). **And lastly**, it is hereby agreed by and between all the Parties to these Presents, that in Case the said G. B. Son-in-Law of the said B. shall, at any Time during the Continuance of the Separation aforesaid, recover any Part of the Jointure-Lands above mentioned, that then the said B. shall abate so much yearly out of her Part of the Profits of the said Estate as shall be so recovered by the said G. B. so as the 100 l. per Ann.

Ann. above mentioned to be retained by the said *T. J.* shall not be thereby lessened, but he shall receive the full yearly Sum of 100 *l.* as is above set forth. **In Witness, &c.**

Husband not to suffer thereby.

*A Deed of Separation, whereby the Husband demises certain Messuages, Lands, &c. to Trustees for Ninety-nine Years, for securing the Payment of 65 *l.* to the Wife during the Separation; the Husband to receive the Rents until Default in Payment, &c.*

THIS Indenture, &c. Between *H. D.* of the first Part, *R. B.* and *J. R.* of the second Part, and *W. B.* of the third Part. **Whereas** the said *H. D.* and *A.* his Wife, (the Husband) hath agreed to pay and allow unto his said Wife the yearly Sum of 65 *l.* of, &c. free from all Deduction for Taxes Parliamentary or other, or any other Abatement whatsoever, for her Support and Maintenance, by two equal Half-yearly Payments, during so long Time as they shall live separate and apart: **Now this Indenture witnesseth**, that he the said *H. D.* doth hereby covenant and agree to and with the said *R. B.* and *J. R.* (the Trustees) their Executors and Administrators, that he the said *H. D.* shall and will permit the said *A.* his Wife to live separate and apart from him, and shall not, nor will sue or compel her, to cohabit with him, nor sue or disturb any Person or Persons that shall receive her into their Habitations; and that he will yearly, during the joint Lives of himself and his said Wife, pay unto her, or unto such Person or Persons as she shall from Time to Time nominate and appoint, the yearly Sum of 65 *l.* for her Support and Maintenance, by two equal Half-yearly Payments, free from all Manner of Deduction for Taxes Parliamentary, or others, or any other Abatement whatsoever: **And whereas** by Indenture, &c. (Recital of an Indenture, whereby the said *W. B.* was to pay to the said *H. D.* 45 *l.* per Ann. by Half-yearly Payments): **Now** the said *H. D.* (the Husband) doth hereby direct and appoint the said *W. B.* his Heirs and Assigns, to pay the said yearly Sum of 45 *l.* to the said *A.* Wife of the said *H. D.* during their joint Lives, and during so long Time as the said *H. D.* and *A.* his Wife shall live separate and apart, in Part of the said 65 *l.* hereby covenanted and agreed to be paid to her for her Support and Maintenance: **And** the said *H. D.* doth hereby covenant and agree to and with the said *W. B.* his Heirs and Assigns, that what he or they shall pay unto the said *A.* or by her Direction, pursuant to the Direction aforesaid, shall be allowed by him the said *H. D.* as if paid to himself. **And this Indenture further witnesseth**, that for the further and better securing the Payment of the said 65 *l.* per Ann. to the said *A.* and in Consideration of the Sum of 5 *s.* of, &c. to the said *H. D.* in Hand paid by the said *R. B.* and *J. R.* (the Trustees) at or before the Sealing and Delivery of these Presents, the Receipt whereof is hereby acknowledged, he the said *H. D.* hath demised, granted, bargained and sold, and by these Presents **Doth** demise, grant, bargain and sell unto the said *R. B.* and *J. R.* all that, &c. (the Parcels), and the Reversion and Reversions, &c. **To have and to hold** the said Messuage or Tenement, Fields, Clofes, and all and singular the Premises hereby demised, granted, bargained and sold, with their and every of their Appurtenances, unto the said *R. B.* and *J. R.* their Executors, Administrators and Assigns, for and during the full End and Term of 99 Years, for hence next ensuing and fully to be compleat and ended, without Impeachment of or from any Manner of Waste, if the said *H. D.* shall so long live; **Yielding and paying** therefore unto the said *H. D.* and his Assigns, the yearly Rent of one Pepper-Corn only, at &c. in every Year, if the same shall be lawfully demanded: **Provided always**, and the Demise hereby made is upon the Trust, that they the said *R. B.* and *J. R.* their Executors, Administrators and Assigns, shall and do permit and suffer the said *H. D.* and his Assigns, to receive the Rents and Profits of the said demised Premises until Default shall be made in Payment of the said yearly Sum of 65 *l.* in Manner aforesaid, to the said *A.* during the joint Lives of herself and the said *H. D.* her Husband; but if Default shall be made in the Payment of the said yearly Sum of 65 *l.* in Manner aforesaid, then upon Trust that the said *R. B.* and *J. R.* their Executors, Administrators and Assigns, shall enter upon the said demised Premises, and receive the Rents, Issues and Profits thereof, and apply the same, after a Deduction of their own Costs and Charges in the Execution of the said Trust, towards the satisfying and discharging the said yearly Sum of 65 *l.* to the said *A.* or to such Person or Persons as she shall appoint the same to be paid, and to pay the Residue and Overplus (if any) of the said Rents and Profits to the said *H. D.* or his Assigns: **Provided**, and the said Demise is upon this Condition, that if the said *A.* shall die in the Life-time of the said *H. D.* her Husband, and all Arrears of the said yearly Sum of 65 *l.* shall have been fully satisfied and paid; or if the said *H. D.* and *A.* his Wife shall jointly think fit to cohabit together again, then and in either of the said Cases the said Demise shall

Separation agreed on.

Yearly Allowance.

Covenant that the Husband shall not disturb the Wife, or the Persons with whom she may reside.

The yearly Allowance to be paid the Wife, or her Order, Half-yearly. Order for Payment of 45 *l.* Part of said 65 *l.* yearly Allowance.

The Husband demises to Trustees for securing the Payment of said 65 *l.* per Ann.

Habendum.

Reddendum one Pepper-Corn.

The Husband to receive the Rents until Default in Payment.

The Trustees to enter on Non payment, and receive the Rents.

Demise to be void on the Wife's Decease, or on their future Cohabitation.

The Wife's
Brother cove-
nants to in-
demnify the
Husband
from the
Wife's Debts
and Contracts.

determine and be utterly void: **And** the said *W. B.* for himself, his Heirs, Executors and Administrators, doth covenant, promise and agree, to and with the said *H. D.* his Executors and Administrators, by these Presents, that he the said *W. B.* his Heirs, Executors or Administrators, shall and will save and keep harmless and indemnified the said *H. D.* his Heirs, Executors and Administrators, Lands, Tenements, Goods and Chattels, of, from and against all and all Manner of Debts that the said *A.* shall contract, or make the said *H. D.* her Husband subject and liable to pay, during such Time as she the said *A.* shall live separate and apart from her said Husband, and the said *H. D.* shall duly pay her the said yearly Sum of 65 *l.* in Manner aforesaid: **Provided** that what the said *W. B.* his Heirs, Executors or Administrators, shall pay for or towards such Indemnifications, shall be repaid unto him or them out of the said yearly Sum of 65 *l.* and out of the Security and Securities hereby given for the same; any Thing herein before contained to the contrary thereof in any wise notwithstanding. **In Witness, &c.**

A Deed of Separation, whereby the Wife consents to sell certain Lands then in mortgage, and out of the Monies arising thereby to pay off the Mortgage; a certain Sum to be paid to the Wife, the remainder to the Husband, and mutually covenant to join in granting Leases.

The Wife's
Consent to
sell certain
Lands in
Mortgage,
and out of
the Monies
arising by
Sale, a certain
Sum to be
paid to the
Wife, and the
Remainder to
the Husband.

Consideration.

Demise.

Habendum to
the two Tru-
stees for 99
Years, if the
Husband so
long live.

At a Pepper-
corn Rent.

Remainder
payable to the
Wife's Order.

Her Receipts
to be good to
the Tenants
and Trustees.

THIS Indenture made, &c. Between *S. G.* of, &c. and *S.* his Wife of the one Part, and *A.* and *B.* of the other Part. **Whereas** the said *S. G.* and *S.* his Wife, have mutually agreed to live separate and apart, and the said *S. G.* hath agreed, that the said *S.* his Wife shall have the Rents and Profits to arise and be made of and from the Lands, Tenements and Hereditaments herein after mentioned, and intended to be hereby demised, (subject nevertheless to such Taxes and outgoings as are or may, from Time to Time, be charged on or payable, by Reason of such Lands, Tenements and Hereditaments) for her Support and Maintenance, during so long Time as they shall live separate and apart; and the said *S.* hath consented, that the several Lands, Tenements and Hereditaments in — now in Mortgage to — for the said Sum of — Principal Money, (the Inheritance whereof is in the said *S.*) shall be sold, and that upon executing Conveyances to compleat such Sale (which is intended to be at the Time of the Execution of these Presents) by and out of the Monies arising by such Sale, the said Principal Sum of — and the Interest due and to grow due for the same, shall be paid, and also the Sum of — to the said *S.* for her own separate Use; and that the Residue of the Monies to arise by such Sale, over and above the said Principal Sum of — and Interest, and the said Sum of — shall be paid to the said *S. G.* to or for his own Use and Benefit: **Now this Indenture witnesseth**, that in Pursuance and Performance of the said recited Agreement of the said *S. G.* in Consideration of the Sum of 5 *s.* of, &c. to him in Hand paid by the said *A.* and *B.* (*The Trustees*) at or before the Executing of these Presents, the Receipt whereof is by him hereby acknowledged, he the said *S. G.* (at the Request of the said *S.* his Wife, testified by her Signing and Sealing of these Presents) **hath** demised, granted, bargained and sold, and by these Presents **Doth** demise, &c. unto the said *A.* and *B.* their Executors, Administrators and Assigns, **All** those, &c. (*The Parcels*) **To have and to hold** the said Lands and Premises herein before mentioned, and intended to be hereby demised, with their and every of their Appurtenances, unto the said *A.* and *B.* their Executors, Administrators and Assigns from henceforth, for and during, and unto the full End and Term of 99 Years, if he the said *S. G.* shall so long live; **Yielding and paying** therefore yearly the Rent of one Pepper corn upon — in every Year, if the same shall be lawfully demanded; nevertheless upon the several Trusts following, *viz.* **Upon Trust** that they the said *A.* and *B.* &c. (*Vide Covenant for Trustees to be reimbursed in the first Deed of Separation*) and subject thereunto — *l.* then shall and may pay the Residue of the Rents, Issues and Profits of the said Lands and Premises hereby demised, (over and above such Costs, Expences and Damages as aforesaid) unto such Person and Persons, and to and for such Uses, Intents and Purposes only, as she the said *S.* (notwithstanding her Coverture) shall by any Writing or Writings to be signed by her with her own proper Hand Writing, from Time to Time direct or appoint, the said Rents, Issues and Profits of the said Lands and Premises, (over and above such Costs, Charges, Expences and Damages as aforesaid) herein intended and hereby agreed and declared to be for the full and whole Support, Maintenance and Subsistence of, and for buying and providing Clothes and other Necessaries for the said *S.* during so long as she and her said Husband shall live separate and apart, and not to be liable to his Order, Direction, Intermedling, Controul or Incumbrance: **Provided** that if she the said *S.* shall think fit to receive by or with her own Hands, the Rents, Issues and Profits of the said Lands and Premises hereby demised, or any Part or Parts thereof, her Receipt or Receipts in Writing

Writing under her Hand, shall from Time to Time be a sufficient Discharge or sufficient Discharges for the same Rents, Issues and Profits, or so much thereof as she shall so receive, unto the Tenant or Tenants, Trustee or Trustees paying the same, notwithstanding her Coverture. And the said S. G. for himself, his Heirs, Executors and Administrators, doth covenant, grant and agree to and with the said A. and B. their Executors, Administrators and Assigns, by these Presents, in Manner following, viz. That from Time to Time, and at all Times hereafter, during the Continuance of the Demise hereby made, the Lands and Premises herein before mentioned and intended to be hereby demised, shall and may be quietly held and enjoyed, and the Rents, Issues and Profits thereof received and taken according to the Trusts aforesaid, and pursuant to such Directions and Appointments, as shall be thereof respectively made as aforesaid, by the said S. notwithstanding her Coverture, without the Let, Suit, Interruption or Disturbance of or by the said S. G. his Executors, Administrators or Assigns, or of or by any other Person or Persons lawfully claiming or to claim, by, from or under him, them, or any of them, other than and except, &c. (*Exception as to Tenants Leases*); And also that he the said S. G. shall and will, at the Request, Costs and Charges of the said S. his Wife or A. and B. or of the survivor of them, his Executors, Administrators or Assigns, at any Time or Times hereafter, join with the said S. his Wife, and the said Trustees or any of them, in making any future Lease or Leases of the said Lands and Premises, or any Part or Parts thereof, for any Term or Terms of Years not exceeding twenty-one Years, so as the respective Rents to be reserved by such Leases respectively, be as great yearly Rents as can reasonably be had or obtained for such of the Premises as shall be comprised in such new Leases respectively, and so as in such new Leases respectively there be contained usual Covenants on the lessee's Part to be performed, and usual Powers of Distress, and Entry for Non-payment of the Rents to be reserved by such Leases respectively, and that the Rents to be reserved by such new Leases respectively, shall be upon the same Trusts as are herein before mentioned touching the said Rents reserved by the said Leases, made as aforesaid; And further, that he the said S. G. shall and will at the like Request, Costs and Charges, at any Time or Times hereafter, join with the said S. his Wife and the said Trustees, or any of them, in suing forth or defending any Suit or Suits to be commenced touching the Premises hereby demised, or the Rents and Profits thereof; And moreover, that he the said S. G. shall and will, &c. (*Vide Covenant that the Husband shall not disturb the Wife, &c. in the fourth Deed of Separation*): **Provided always**, and the Demise hereby made, and these Presents are upon this Condition, that if the said S. or any Person or Persons on her Behalf, shall at any Time hereafter commence or prosecute any Suit or Suits in any Court or Courts whatsoever, to enforce the said S. G. to cohabit with the said S. his Wife, or to compel him to pay or allow unto her for Alimony or Maintenance, whilst they shall be separate and apart, any Sum or Sums of Money, or if any Sum or Sums of Money shall be recovered against him the said S. G. for any Debt or Debts already contracted, or to be contracted by the said S. or for or in Respect of any Contract, Bargain, Quarrel, Trespas, or any other Thing had, made, committed or done, or hereafter (during the Time that the said S. G. and S. his Wife shall live separate and apart) to be had, made, committed or done by the said S. or if any Child shall be born of her Body, during such living separate and apart, or if during such living separate and apart, the said S. Wife of the said S. G. shall at the Request, Costs and Charges of the said S. G. at any Time or Times hereafter, refuse to join with him in Granting and Executing any Lease or Leases to be made at full extended yearly Rents, and with usual and reasonable Covenants and Powers, of any Lands, Tenements and Hereditaments in — wherein she the said S. hath any Estate of Inheritance, or other Estate for any Term or Terms of Years, not exceeding 21 Years, or shall refuse to join in such Leases, as hereafter is mentioned to be granted to the said N. H. his Executors, Administrators or Assigns; or if the said S. shall happen to die in the Life-time of the said S. G. or if he and the said S. his Wife, shall jointly think fit to cohabit together again; then or in any or either of the same Cases respectively happening, these Presents and the Demise hereby made, and every Covenant, Matter and Thing herein contained, shall cease, determine, and be void and of no Effect; any Thing herein contained to the contrary thereof in any wise notwithstanding: **And whereas** in the said Indenture of Lease made by the said S. G. and S. his Wife, to the said N. H. for the Term of 21 Years therein mentioned, under the said yearly Rent of 55 l. the said S. G. hath covenanted with the said N. H. that if he the said N. H. his Executors or Assigns, shall be minded and resolved, at any Time before the Expiration of the said Term of 21 Years thereby granted, to take another Lease of the Premises thereby demised, for a further and new term of Years, and thereof shall give Notice in Writing to the said S. G. and S. his Wife, their Heirs and Assigns; that then he the said S. G. and S. his Wife, shall and will, within one Year after such Notice, make and execute another Lease of the said Premises thereby demised, to or for the Use of the said N. H. his Executors, Administrators and Assigns, at and under the like yearly Rent and Covenants,

Husband covenants, viz. for quiet Enjoyment.

To join in making new Leases.

To join in any Suit, &c.

The Husband not to be sued for Alimony, or otherwise.

Recital of a Covenant for Renewal of a Lease.

That the Wife and her Trustees shall join with the Husband in granting and renewing said Lease.

as are therein reserved and comprised for a new and further Term of 21 Years, to commence from the Expiration of the said Term thereby granted; he and they at the same Time duly sealing and executing, to or for the said S. G. and S. his Wife, their Heirs and Assigns, a true Counterpart of such new Lease, and well and truly paying within one Month after the Expiration of the Term thereby granted, the Sum of 100*l.* for a Fine or Income for granting the said new Lease: **Now this Indenture further witnesseth**, and it is hereby agreed and declared by and between all the said Parties to these Presents, for themselves respectively, that in case such new Lease, as aforesaid, shall be required by the said N. H. his Executors, Administrators or Assigns, then and in such Case they the said S. (Wife of the said S. G.) and the said A. and B. or the Survivor of them, his Executors, Administrators or Assigns, shall and will at the Request of the said S. G. join with him in making and granting such new Lease, as aforesaid, to the said N. G. his Executors, Administrators and Assigns, and also shall and will, permit and suffer the said S. H. his Executors or Administrators, to reserve and take the said Sum of — to be paid for a Fine or Income for granting such new Lease as aforesaid, to and for the only Use and benefit of him the said S. G. his Executors and Administrators. **In Witness, &c.**

A Deed of Separation between Husband and Wife during their mutual Consent, whereby the Husband covenants, in Case they should thereafter cohabit together, and afterwards agree to live separate again, to execute another Deed of Separation under the like Covenants as the present.

Separation agreed on.

The Wife's Annuity.

The Wife's Father's Indemnity to the Husband.

The Husband not to disturb the Wife.

The Wife accepts of the Annuity in full for Dower.

The Husband covenants that if he and his Wife should hereafter cohabit together and afterwards agree to live separate again, that he will execute a new Deed of separation.

Covenant to indemnify the Husband against all Debts, &c.

THIS Indenture, &c. Between M. T. of, &c. and M. his Wife of the one Part, and J. W. of, &c. (Father of the said M. the Wife of the said M. T.) of the other Part. **Whereas** some unhappy Differences (as in the preceding Deeds in general): **And whereas** previous to such future Separation, he the said M. T. hath agreed from henceforth to pay unto the said M. his Wife, for her sole and separate Support and Maintenance, Apparel and other Expences during the Continuance of such Separation, and until such Time as they shall mutually agree to live and cohabit together again as a Man and Wife, one Annuity or yearly Sum of 140*l.* payable as herein after mentioned; **And** he the said J. W. in Consideration of such Annuity to be paid to his said Daughter during such her Separation, hath agreed to save harmless and indemnified the said M. T. and his real and personal Estate of and from all Debts that she the said M. his Wife shall contract, during such Separation, and of and from all Maintenance, Monies, Claims and Demands whatsoever, which she may have or claim out of her said Husband's Estate during their Joint-Lives, and of and from all Costs, Charges and Demands touching the same, as after mentioned: **Now this Indenture witnesseth**, that in Pursuance and Part of Performance of the said recited Agreements, he the said M. T. (the Husband) for himself, &c. (Vide Covenant that the Husband shall not disturb the Wife, or the Persons with whom he may reside, in fourth Deed of Separation: **And this Indenture further witnesseth**, that the said M. T. in further Pursuance and full Performance of his Part of the aforesaid Agreement, and to the End to make, &c. (The Husband covenants to pay the said Annuity of 140*l.* to the Wife, clear of Deductions quarterly, as in several of the foregoing Deeds of Separation) which Annuity, or yearly Sum of 140*l.* is hereby intended, declared and agreed to be for the sole, peculiar and separate Use, Support and Maintenance, and for Apparel and Necessaries of her the said M. during the Continuance of the said Separation, in such Manner as she shall think fit, and which is hereby accepted by her the said M. in full Satisfaction of all Dowers and Thirds, testified by her being a Party to and Signing and Sealing these Presents; **And further**, that in Case they the said M. T. and M. his Wife, shall at any Time hereafter mutually agree and think fit to live and cohabit together again as Man and Wife, and that at any Time or Times thereafter they shall again mutually agree to live separate and apart from each other, *That* then, and in every such Case so happening, he the said M. T. (at his own Charge) shall and will execute and deliver unto the said J. W. (the Wife's Father) his Executors or Administrators, another new Deed of Separation, with and under the like Covenants and Agreements for the Benefit and Advantage of the said M. his Wife, and for Payment to her of an Annuity or yearly Sum of 140*l.* during such future Separation, and in such Manner as is herein before expressed (he the said M. T. being indemnified in like Manner as is herein after mentioned): **And this Indenture further witnesseth**, that the said J. W. (the Wife's Father) in Pursuance and Performance of his Part of the said recited Agreement, and in Consideration of the natural Love and Affection which he hath and beareth to the said M. T. his Daughter, and also in Consideration of the Covenants herein before contained on the Part of the said M. T. to be paid and performed, *Doth* for

for himself his Heirs, Executors and Administrators, and for every of them, Covenant, &c. *A Covenant from the Wife's Father to indemnify the Husband, as in the latter End of the fourth Deed of Separation*: *Proviso that if the Husband be obliged to pay the Wife's Debts, he may deduct it out of her Annuity.* (Vide Tit. *Provisoes*, p. 561. *In Witness, &c.*)

A Deed of Separation, reciting a Bond and Marriage Articles, whereby the Husband covenanted to give the Wife 50 l. per Ann. for Pin Money; that she might make a Will and thereby bequeath 2000 l. as she should think fit, and the Husband obliged to pay it, if he survived; and the Husband should by will leave the Wife 5000 l. clear of all Deductions; for the Performance whereof the Husband should give Security. Recital of a Decree in Chancery obtained by the Wife against the Husband for Non-performance of the Agreement; and another Provision made in Lieu of the former, and Security given by the Husband for Performance thereof.

THIS Indenture Tripartite, Between H. P. of, &c. Gent. of the first Part, E. P. Wife of the said H. P. of the second Part, and S. B. of, &c. of the third Part.

Whereas the said, H. P. before his Marriage, in and by his Bond or Writing obligatory, bearing Date, &c. did become bound unto C. C. then of, &c. and the said S. B. by the Name of &c. in 1000 l. conditioned, that, **Whereas** a Marriage between the said H. P. and E. then called E. A. Widow, Daughter of the said C. C. was then intended by God's Grace shortly to be had and solemnized, and in consideration of the said Marriage, and of the Personal Estate whereof the said E. was then possessed, interested in and intitled unto, it was then agreed between them, that after the said Marriage should be had and solemnized during the Joint-Lives of them the said H. and E. she the said E. should have and receive out of the said Estate yearly and every Year, one Annuity or Yearly Sum of 50 l. to be paid into her own proper Hands free and clear of and from all Manner of Taxes, Deductions and Reprizes to and for her own separate Use and Disposal as Pinmony, and to be by her laid out and disposed at her own separate Will and Pleasure, and without any Consent or Intermedling of the said H. or against his Will or contents, and without any Account to be demanded by, or made or given to the said H. of or Concerning the same or any Part thereof; **And** also that the said E. after the said Marriage had, should, or lawfully might make her last Will and Testament in Writing, separate and apart from the said H. and that freely and without Solicitation or Interruption of or by the said H. and appoint one or more Executor or Executors thereof, and thereby or by any other Writing so made and signed by her in the presence of two or more credible Witnesses, separate and apart from the said H. and without fit the Consent or Intermedling of him, freely to give and dispose of the Sum of 2000 l. of, &c. unto such Person or Persons, and to and for such Uses, Intents and Purposes, and in such Manner and Form, as the said E. separate and apart from the said H. should think fit, or will and appoint the same; **And** that the said H. in Case he should survive the said E. should and would well and truly allow and pay the same accordingly; **And in Case** the said H. should after the said Marriage happen to die in the Life-time of the said E. and the said E. should him survive, that then the said H. should and would in and by his last Will and Testament, or by some other Settlement or Means either before or at the Time of his Death, well and truly give, secure and leave unto the said E. to and for her own Use, the full Sum of 5000 l. of, &c. free, clear and discharged of and from all Debts, Legacies, Charges and Reprizes whatsoever, and that the said E. should and might from and after such the Decease of the said H. have and enjoy the same accordingly; and also that the said H. P. should and would from Time to Time, upon every reasonable Request, after the said then intended Marriage should be had and solemnized, make and execute all and every such Assignment or Settlement of such Parts or Parcels of the personal Estate aforesaid, for the better securing of the respective Monies aforesaid, according to the Agreements aforesaid, as by the said C. C. and S. B. or either of them, their or either of their Counsel learned in the Law, should be advised, devised or required, in Case the said then intended Marriage should be had and solemnized; then if during the Joint-Lives of the said H. and E. the said H. should yearly and every Year well and truly pay unto the said C. C. and S. B. or to the Survivor of them, or to the Executors or Administrators of the Survivor of them, one Annuity or yearly Sum of 50 l. of, &c. by half-yearly Payments, (that is to say) at, &c. by equal Proportions, **In Trust** to and for the sole and separate Use and Disposal of the said E. and to be by them paid into the proper Hands of the said E. to and for her own separate Use and Disposal, and to be by her laid out and disposed of at her own separate Will and Pleasure, and without any Consent or Intermedling of the said H. or against his Will and Consent, and without

A Bond recited.

Condition.

Agreements previous to the Marriage: 50 l. per Ann. Pin-Money.

The Wife to make a Will and thereby dispose of 2000 l. as she should think fit.

The Husband to pay it if he survived.

The Husband by his Will to leave the Wife 5000 l.

Security to be given by the Husband for Payment.

The Husband's Executors to pay the 5000 l. within six Months after his Death. Security for Payment.

The Wife obtained a Decree against the Husband.

Considerations.

Another Provision made in Lieu of the former.

The Trustee not accountable to the Husband, &c.

The Interest to be for the Wife's Maintenance.

The Husband indemnified against the Wife's Debts.

The Wife barred of Dower.

Security for Payment of the two Sums.

Demise of Messuages, Farms, &c.

without any Account to be demanded by, or made or given to the said *H.* of or concerning the same, or any Part thereof; *And also* if the said *E.* after the said intended Marriage should be had and solemnized, should or might make her last Will, &c. (*as before*.) *And also* that in Case the said *H.* should happen to die in the Life-time, &c. *as before*, should leave her 5000 l. *And also* if the Heirs, Executors or Administrators of the said *H. P.* should, within six Months next after such his Death, well and truly pay unto the said *E.* the said Sum of 5000 l. according to the true Intent and Meaning of the said Bond or Writing Obligatory, and Agreement aforesaid; *And also* if the said *H. P.* should, upon every reasonable Request, do, make, acknowledge and execute all and every such Assignment, &c. (*as before*); then the said Bond or Writing Obligatory should be void, as by the said Bond or Writing Obligatory or Condition, Relation being thereunto had, more fully may appear: **And whereas** the said *C. C.* afterwards departed this Life, and the said *S. B.* did him survive, and after that the said *E.* by the said *S. B.* her next Friend, did prefer a Bill and obtained a Decree in his Majesty's High Court of Chancery against the said *H. P.* for an Execution and Performance of the said Marriage Agreement herein before set forth: **Now this Indenture witnesseth**, that for putting an End to all Suits and Differences between the said Parties to this Indenture, and in order to prevent future Differences, and for settling a present separate Provision for a separate Maintenance for the said *E.* and for reducing the aforesaid Annuity or yearly Sum of 50 l. *per Annum* Pin-money, and the aforesaid contingent Sums of 2000 l. or 5000 l. payable upon the Contingencies aforesaid, into a present certain Sum to and for the sole and separate Use and Disposal of the said *E.* in Lieu and Place thereof; **It is** concluded and agreed by and between the said Parties to this Indenture by these Presents, that for and in Lieu of the aforesaid Annuity or yearly Sum of 50 l. Pin-Money, and of the aforesaid Contingent Sums of 2000 l. or 5000 l. in the said Marriage Agreements expressed or mentioned to be for the separate Maintenance of the said *E.* the said *H. P.* shall and will on the said — next ensuing the Date hereof, or in Case the Stock left by Captain *V. C.* deceased, late Brother of the said *E.* in the Company of Merchants trading to the *East Indies*, commonly called *East India* Stock, shall be sold and transferred before that Time; then upon the Sale and transfer of the said Stock, shall and will well and truly pay unto the said *S. B.* his Executors or Administrators, the full Sums of 3000 l. and 500 l. of, &c. to and for the sole and separate Use and Disposal of the said *E.* separate and apart from the said *H. P.* and so as he may no wise intermeddle therein, or have any Benefit thereby, and to the End and Intent that the said *E.* shall and may, separate and apart from the said *H. P.* her Husband, and without any Consent of the said *H. P.* or against or contrary to his Will from Time to Time, and at all Times in her Life-time, or by her last Will and Testament, which is agreed she shall have Power to make, give, lend, apply and dispose of the said Sum of 3000 l. and 500 l. and of all the Interest and Proceed that shall be made thereof, *And also* of such personal Estate as was left unto her by the said *C. C.* her late Father, to such Person or Persons, and to and for such Intents and Purposes, and in such Manner, as she the said *E.* separate and apart from her Husband shall please or think fit, as fully, freely and effectually to all Intents and Purposes as if the said *E.* were a Feme Sole; **And** the said *S. B.* his Heirs, Executors, Administrators or Assigns, shall not be subject or liable to make, give or render unto the said *H. P.* his Executors or Administrators, any Manner of Account of or concerning the said Sums of 3000 l. and 500 l. or any Interest Proceed or Profit that may be thereof or thereby made: **And it is** agreed and declared by and between all the said Parties to these Presents, that by and out of the Sums of 3000 l. and 500 l. and the Interest and Proceed or Profit that shall be made thereof, shall be defrayed, born and paid all Manner of Charges and Expences of the separate Maintenance of the said *E. P.* and all such Debts, as she hath contracted or shall or may hereafter contract; *And* that the said *H. P.* his Heirs, Executors and Administrators, by and out of the said Sum of 3000 l. and 500 l. and the Interest and Proceed thereof, shall be indemnified and kept harmless of and from all Manner of Debts, which have been contracted or hereafter shall be contracted by the said *E. P.* and all the Charges and Expences of her separate Maintenance: **And also** that the said *E. P.* shall not have, claim or sue for any Dower or Thirds, of or in any Messuages, Lands, Tenements or Hereditaments of the said *H. P.* her Husband: **And this Indenture further witnesseth**, that in Consideration of the Premises, and for better securing the Payment of the aforesaid Sums of 3000 l. and 500 l. unto the said *S. B.* according to the Agreement, and to and for the Intents and Purposes aforesaid, and for and in Consideration of 5 s. of, &c. to the said *H. P.* by the said *S. B.* before the Enfealing and Delivery hereof, well and truly in Hand paid, the Payment and Receipt whereof is hereby acknowledged, and for divers other good Causes and Considerations him hereunto moving, he the said *H. P.* by the Direction and Consent of the said *E. P.* testified by her being made a Party hereunto, and Signing and Delivery of these Presents, hath bargained, sold, demised, granted and to Farm letten, and by these Presents **Doth** bargain, sell,

sell, demise, grant and to Farm let, unto the said *S. B.* All that Messuage or Tenement and for 1000
Farm, &c. and the Reversion and Reversions, Remainder and Remainders, &c. and all Years to the
Rents, Services and Profits thereunto incident or belonging; **To have and to hold** all the Wife's Tru-
said several Messuages, Lands, Tenements and Premises before herein mentioned, or intended
to be hereby granted or demised, and every Part and Parcel thereof, with the Appurtenances,
unto the said *S. B.* his Executors, Administrators and Assigns, from the making of these Pre-
sents, for, during and until the full End and Term of 1000 Years, from henceforth next en-
suing fully to be compleat and ended, without Impeachment or being punishable of or for
any Manner of Waste; nevertheless under and upon the Proviso and Condition herein after
mentioned; **Yielding** and paying therefore yearly during the said Term hereby granted, at a Pepper-
unto the said *H. P.* his Heirs and Assigns, one Pepper-Corn only, at——yearly, if it shall Corn Rent.
be demanded: **And this Indenture further witnesseth**, that for the Considerations afore-
said, and for and in Consideration of the further Sum of 5 s. of, &c. to the said *H. P.* by the
said, *S. B.* before the Sealing and Delivery hereof, well and truly in Hand paid, the Payment
and Receipt whereof is hereby likewise acknowledged, he the said *H. P.* by and with the Di-
rection and Consent of the said *E. P.* testified as aforesaid, **hath** granted, bargained, sold, Release of se-
assigned, released and confirmed, and by these Presents doth fully, clearly and absolutely, veral Lease-
&c. unto the said *S. B.* in his lawful and legal Possession thereof being, &c. and to his Heirs, hold Lands,
All those several Parcels, &c. and all the Estate, Right, Title, Use, Interest, Term, Pos- &c.
session, Reversion, Claim and Demand whatsoever of him the said *H. P.* of, in and to the
said several Indentures of Lease and Premises, and every Part and Parcel thereof; **To have**
and to hold the said several Parcels of Land, &c. and every Part and Parcel thereof, with
the Appurtenances, unto the said *S. B.* his Heirs and Assigns, for and during the natural
Lives of the said *B. B. M. B.* and *J. G.* (*the Lives in said Lease*) and for and during the nat-
ural Life of the longest Liver of them; **And to have and to hold** the said House and Habendum for
Land, with the Appurtenances, &c. unto the said *S. B.* his Heirs and Assigns, for and du- three Lives.
ring the natural Lives of the aforesaid *B. B. M. B.* and *W. B.* and the Life of the longest
Liver of them; nevertheless under and upon the Proviso or Condition herein after mentioned.
And this Indenture further witnesseth, that for the Consideration aforesaid, and for and
in Consideration of the further Sum of 5 s. of lawful Money of Great Britain to the said *H. P.*
by the said *S. B.* before the Ensealing and Delivery hereof, well and truly in Hand paid,
the Payment and Receipt whereof is hereby likewise acknowledged, he the said *H. P.* by and
with the Direction and Consent of the said *E. P.* testified as aforesaid, **hath** granted, bar- Assignment of
gained, sold, assigned and set over, and by these Presents **Doth** fully, clearly and absolutely, Messuages,
&c. unto the said *S. B.* All that Garden heretofore, &c. And also that Messuage or Tene- Gardens, &c.
ment, &c. and all the Estate, Right, Title, Term of Years, Possession, Reversion, Claim
and Demand whatsoever of him the said *H. P.* of, in and to the same; *Which* last mentioned
Premises were by Indenture of Lease bearing Date, &c. **To have and to hold** the said Habendum for
Messuage, Gardens and Premises last mentioned, or intended to be hereby granted or as- the Residue of
signed, and every Part and Parcel thereof, with the Appurtenances, unto the said *S. B.* his a Term of 30
Executors, Administrators and Assigns, from the making of these Presents, for and during Years.
all the Rest and Residue of the said Term of 30 Years, in and by the last before mentioned
Indenture of Lease granted, as are therein yet to come and unexpired; nevertheless under and
upon the Proviso or Condition herein after mentioned, that is to say, **Provided always**, The Perfor-
and these Presents are upon this Condition, that if the said *H. P.* his Heirs, Executors or mance of this
Administrators, shall and do, upon——next ensuing the Date hereof, or in Case the Stock Proviso is to
left by Captain *V. C.* deceased, late Brother of the said *E.* in the Company of Merchants tra- be a Defea-
ding to the *East Indies*, commonly called *East India* Stock, shall be sold and transferred be- sance of this
fore that Time, then upon the Sale and transfer of the said Stock, well and truly pay or cause Deed.
to be paid unto the said *S. B.* his Executors or Administrators, the full Sum of 3000 l. and
500 l. of, &c. and also Interest for the said Sum of 3000 l. and 500 l. to be computed from
——last past before the Date hereof, after the Rate of 5 l. per Cent. per Ann. to and for the
sole and separate Use and Disposal of the said *E. P.* separate and apart from the said *H. P.*
her Husband, and so as he may in no wise intermeddle therein, or have any Benefit thereby,
and to the End and Intent, and so as that the said *E.* shall and may, separate and apart from
the said *H. P.* her Husband, and without his Consent, or against or contrary to his Will,
from Time to Time, and at all Times in her Life-time, or by her last Will and Testament,
or any Writing purporting her last Will and Testament, or otherwise, give, lend, lay out,
apply and dispose of the said Sum of 3000 l. and 500 l. and of the Interest, Proceed and Pro-
fit that shall be made thereof, to such Person or Persons, and to and for such Uses, Intents and
Purposes, and in such Manner and Form, as she the said *E.* separate and apart from her said Hus-
band, shall please or think fit, as fully, freely and effectually, to all Intents and Purposes, as if the
said *E.* were a Feme Sole, according to the true Intent and Meaning of the Agreement aforesaid,
without Fraud or Delay; that then and at all Times after this present Indenture, and all and every

The Wife to
enter and re-
ceive the
Rents in Case
of Non-pay-
ment.

Trustee to
lend Money
by the Wife's
Consent.

The Wife's
separate Re-
ceipts and Or-
ders to be suf-
ficient Dis-
charges to the
Trustee.

Covenant to
indemnify the
Husband
from the for-
mer Settle-
ment,

and from
Dower or
Thirds.

the several Estates hereby made and granted, and all and every other Matter and Thing herein contained, relating to the said several Estates hereby made and granted, shall cease, determine, and become and be void and of none Effect; any Thing herein contained to the contrary thereof in any wise notwithstanding. **And** the said *H. P.* doth for himself, his Heirs, Executors and Administrators, covenant, promise and grant, to and with the said *S. B.* his Executors and Administrators, by these Presents, in Manner and Form following, that is to say, That he the said *H. P.* his Heirs, Executors or Administrators, shall and will upon——next ensuing the Date hereof, &c. (as in the Proviso above): **And** also that in Case Default shall be made of or in Payment of the said Sum of 3000*l.* and 500*l.* or any Part or Parcel thereof, or of the Interest for the same as aforesaid, or any Part thereof, at the Day or Time before herein limited or appointed for the Payment thereof, that then and at all Times after such Default of Payment, it shall and may be lawful to and for the said *S. B.* his Heirs, Executors, Administrators and Assigns respectively, to enter into and upon the said several Messuages, Lands, Tenements and Premises, with the Appurtenances before herein mentioned, or intended to be hereby respectively granted, assigned and conveyed, and the same to have, hold, use, occupy, possess, enjoy and keep, according to the respective Estates before herein mentioned, or intended to be hereby thereof made, granted, assigned and conveyed, and the Rents, Issues and Profits thereof to receive, have and take, to and for the sole and separate Use, Benefit and Disposal of the said *E. P.* her Heirs, Executors and Assigns, and that without any Let, Trouble, Eviction, Interruption, Suit, Claim or Demand whatsoever, of or by the said *H. P.* his Heirs, Executors, Administrators or Assigns, or any other Person or Persons whatsoever; and that free, clear and discharged of and from all Manner of Charges and Incumbrances whatsoever; **And** also that the said *H. P.* his Executors, Administrators or Assigns, and all and every other Person and Persons having or lawfully claiming &c. (*Covenant for further Assurance*, vide Tit. **Covenants**). **Provided** always, &c. (*That the Husband shall not be answerable for the Wife's Debts*, vide Tit. **Proviso**, p. 561.) **Provided** also, and it is hereby further concluded, agreed and declared, by and between all the said Parties to this Indenture by these Presents, that the said *S. B.* his Executors, Administrators and Assigns, shall and may dispose, pay and lend such of the Monies aforesaid, as shall be by him received, to such Person or Persons, and upon such Security and Securities, as the said *E. P.* by any Writing under her Hand, separate and apart from her Husband, shall from Time to Time direct or appoint; **And** that the said *S. B.* his Executors, Administrators or Assigns, shall not in any wise be chargeable to answer for any Interest or Profits of any of the Monies that shall be by him received, for so long Time as from Time to Time it shall there remain unlent and undisposed of by the said *E.* **And** also that the said *S. B.* shall, may and will from Time to Time pay, apply and dispose of the said Monies as shall be by him received, unto the said *E.* or unto such Person or Persons, and to and for such Intents and Purposes, and in such Manner, as she the said *E. P.* separate and apart from her Husband, by Writing under her Hand, shall from Time to Time direct or appoint; and the Acquittance or Acquittances, Order and Orders in Writing, signed by her the said *E.* only, and without her Husband, and separate and apart from her Husband, shall be sufficient Discharges unto the said *S. B.* his Executors, Administrators and Assigns, for such Monies for which the same shall be so given; **And** that the said *S. B.* his Executors, Administrators or Assigns, shall not be subject or liable to make or render unto the said *H. P.* his Executors or Administrators, any Manner of Account for or concerning the said Sums of 3000*l.* and 500*l.* or any Part or Parcel thereof, or any Interest, Proceed or Profit that shall be thereof or thereby made; **And** also that, notwithstanding any Thing before in these Presents contained, it shall and may be lawful to and for, &c. (*Vide Covenant Trustees to be reimbursed, in first Marriage Settlement*). **And** the said *S. B.* doth for himself, his Heirs, Executors and Administrators, covenant, promise and grant, to and with the said *H. P.* his Heirs, Executors and Administrators, by these Presents, that from and after Payment shall be made by the said *H. P.* his Heirs, Executors or Administrators, unto the said *S. B.* his Heirs, Executors or Administrators, of the said Sum of 3000*l.* and 500*l.* according to the true Intent and Meaning of these Presents, he the said *S. B.* his Heirs, Executors or Administrators, shall and will at all Times afterwards save, defend and keep harmless the said *H. P.* his Heirs, Executors and Administrators, of and from the aforesaid Annuity or yearly Sum of 50*l.* per Ann. Pin-Money; and the aforesaid contingent Sums of 2000*l.* and 5000*l.* which were to be payable upon the Contingencies aforesaid, by Virtue of the before recited Bond and Marriage Agreement, of and from all Actions, Suits and Demands, of or for the same, and all Manner of Charges and Expences for the same, and all Manner of Charges and Expences of the separate Maintenance of the said *E. P.* and all Debts by her contracted or hereafter to be contracted; **And** also that the said *E. P.* in Case she shall happen to survive the said *H. P.* her Husband, shall not have, claim or sue for any Dower or Thirds of or in any Messuages, Lands, Tenements or Hereditaments, whereof the said *H. P.* hath been, or now is or here-
after

after shall be seised, but of and from all such Dower and Thirds shall be for ever excluded and debarred by these Presents; And also that the said *E. P.* shall and will upon every reasonable Request, in the Life-time of the said *H. P.* her Husband, after Payment by him made of the said 3000 *l.* and 500 *l.* with Interest as aforesaid, at his Costs and Charges join with him in any Conveyance or Conveyances, Deed or Deeds, Fine or Fines, of any Freehold Messuages, Lands, Tenements or Hereditaments, which he the said *H.* already hath sold or disposed of, or hereafter shall or may sell or dispose of, to free, clear and discharge the same, of and from the Dower or Thirds of her the said *E.* of or in the same: And the said *H. P.* doth for himself, his Heirs, Executors and Administrators, further covenant, promise and grant, to and with the said *S. B.* his Heirs, Executors and Administrators, by these Presents, that the said *E. P.* shall or may at all Times hereafter have and enjoy, to and for her own sole and separate Use, all such Monies, Goods and Chattels, as were of the aforesaid *C. C.* deceased, her late Father, and dispose thereof either in her Life-time, or give and bequeath the same by her last Will and Testament, or otherwise do therewith, according to her own Will and Pleasure, without any Let, Suit, Trouble, Interruption, Contradiction or Demand, of or by him the said *H. P.* his Executors or Administrators. *In Witness, &c.*

The Wife to enjoy and devise her Share, without the Husband's Hindrance.

Settlements.

Settlements by Indentures of Covenants to stand to Uses, &c.

An Indenture of Covenants to stand seised to Uses, in Consideration of natural Affection, &c.

THIS Indenture made, &c. Between *T. B.* of, &c. of the one Part, and *J. B.* of, &c. one of the Sons of the said *T. B.* of the other Part. Whereas the said *T. B.* is lawfully seised in his Demesne as of Fee, of and in one Mansion-House or Messuage, with the Appurtenances, commonly called or known, &c. together with all and singular Buildings, Barns, Stables, &c. and also of and in nineteen Pieces or Parcels of Land, Meadow, &c. Now this Indenture witnesseth, That the said *T. B.* for and in Consideration of the natural Love and Affection, which he the said *T. B.* hath and beareth unto *J. B.* and for the Advancement and Maintenance of him the said *J. B.* and for Preferment to his Heirs, and also for the Establishment and Settling of the said Messuage, Lands and Tenements, and other Hereditaments, in these Presents before specified and contained, according to the true Intent and Meaning of him the said *T. B.* and for divers other effectual Motives and Considerations, him the said *T. B.* the Father towards his said Son especially moving and inciting, Doth for himself, his Heirs and Assigns, and every of them, covenant, grant and agree, to and with the said *J. B.* his Heirs and Assigns, That he the said *T. B.* his Heirs and Assigns, and every other Person or Persons which now, or at any Time hereafter shall be seised, of or in the said Mansion or Messuage, with the Appurtenances, and of and in all and singular the Lands, Tenements, Meadows, Pastures, Wood-Grounds, and all and every other the Premises before mentioned, with all and every their Appurtenances, and of and in every Part and Parcel thereof, and of and in the Reversion and Reversions thereof, and every Part and Parcel thereof, shall stand and be seised to the Uses, Intents and Purposes hereafter limited and appointed, and to no other Use, Intent or Purpose whatsoever, that is to say, to the Use and Behoof of him the said *T. B.* for and during the Term of his natural Life, and after the Decease of him the said *T. B.* to the Use and Behoof of the said *J. B.* his Heirs and Assigns for ever. And it is also fully covenanted, granted and agreed upon, by and between the said Parties to these Presents, and every of them, and the said *T. B.* doth for himself, his Heirs, Executors and Administrators, covenant, grant and agree to and with the said *J. B.* his Heirs and Assigns, that all and singular Fines, Recoveries, Feoffments, Alienations, Conveyances to Uses and all other Conveyances and Assurances whatsoever, of the said Premises, with the Appurtenances, and every Part and Parcel thereof, now and at all Times hereafter to be had or made, shall be and enure, and are by these Presents appointed, limited and declared, to be and enure to such Use and Uses as are by these Presents before limited and appointed, and declared, and to no other Use or Uses, Intent or Intents whatsoever. *In Witness, &c.*

A Conveyance or Settlement, whereby a Man settles an Estate on himself, and divers Estates for Life, and in Tail, by Covenant to stand seised.

THIS Indenture made, &c. Between R. C. of, &c. of the one Part and J. F. of, &c. and F. J. of, &c. of the other Part, Witnesseth, That it is covenanted and agreed, by and between the Parties to these Presents, in Manner and Form following, that is to say, **Whereas** the said R. C. the Day of the Date hereof, hath but one Son only, B. C. his Heir apparent, and one Daughter A. C. and is fully resolved and determined, how and in what Manner his Manors, &c. shall, by the Grace of God, remain, continue and be as well in the Life-time of the said R. C. and B. C. his Son, as after their Deaths; and being withal greatly desirous to continue and stay all and singular his said Manors, &c. in his Surname, and for that Purpose to settle the same as followeth; he the said R. C. doth as well for the Consideration aforesaid, as also for natural and fatherly Love which he beareth unto his said two Children, as also for the natural Love which the said R. C. beareth unto H. C. his Brother, and G. C. his Sister, and towards H. C. his Kinsman hereafter named, **Doth** covenant and grant, for him and his Heirs, to and with the said J. F. and F. J. their Heirs and Assigns, by these Presents, that he the said R. C. and his Heirs, and all and every other Person and Persons, and their Heirs, that now stand and be seised of or in all and singular the, &c. or that hereafter shall be seised of or in the said, &c. or of any Part thereof, shall stand and be seised thereof, and of every Part thereof, to such Uses, Intents and Purposes, and upon such Conditions and Limitations of Uses, as in these Presents shall be expressed and declared, and to no other Use, Intent or Purpose whatsoever, that is to say, **To the only Use** and Behoof of the said R. C. for and during the Term of his natural Life, without Impeachment of Waste, and from and after the Determination of the said Estate, **To the Use** of the said J. F. and his Heirs, during the Life of the said R. C. to prevent his Docketing the contingent Remainders herein after limited and appointed; and from and after his Death, then, of and concerning the said Lands, &c. **To the Use** of D. C. now Wife of the said R. C. for the Term of her Life, for her Jointure, and in Lieu and Satisfaction of her Dower; and after her Decease, **To the Use** of the said B. C. and the Heirs Male of his Body lawfully to be begotten, and for Want of such Issue, **To the Use** of the said C. C. and the Heirs Male of the said C. C. begotten, or to be begotten, and for Want of such Issue, **To the Use** of the said H. C. and the Heirs Male of his Body lawfully begotten; and for Want of such Issue, **To the Use** of the right Heirs of the said R. C. for ever; **And** for and concerning the Manor of, &c. and all the Residue of the said Premises not limited and appointed to the Uses before mentioned, **To the Use** of the said B. C. for the Term of his Life, without Impeachment of Waste; and after his Decease, **To the Use** of the said A. C. Daughter of the said R. C. and the Heirs of the Body of the said R. C. begotten, and to be begotten; and for Want of such Issue, to the his Use of the said F. C. Sister of the R. C. and the Heirs of the Body, &c. and for Want of such Issue, to the Use of the right Heirs of the said R. C. for ever.

A Conveyance of Land to the Use of a Man's Heirs, the Profits during their Minority to pay Debts.

THIS Indenture made, &c. Between J. F. of the one Part, and R. C. C. R. and D. C. of the other Part, Witnesseth, That the said J. F. for and in Consideration of the Love and Affection which he beareth towards A. B. and his three Sons, and for the Advancement of the Heirs Male of the Body of the said J. F. lawfully to be begotten, and for divers other Considerations herein mentioned, **hath** given, granted, infeoffed and confirmed, and by these Presents **Doth**, &c. unto the said R. C. C. R. and D. C. all those Lands, &c. with all and singular Liberties, Courts, Fairs, Commodities, Privileges, Jurisdictions, Emoluments and Appurtenances whatsoever, to or with the said, &c. used or enjoyed, in or out of the same, or out of any Part or Parcel thereof; **To have and to hold** the said, &c. unto the said R. C. C. R. and D. C. and their Heirs for ever, **To the Use** and Behoof of the said J. F. for the Term of his natural Life, without Impeachment of Waste; and from and after the Decease of the said J. F. and during the Time that the said A. Son and Heir apparent of the said J. F. or any other, being the Heir of the said J. F. shall be under the Age of twenty one Years, and until some Heirs of the said J. F. shall have accomplished the full Age of twenty-one Years, **To the Use** of the said R. C. C. R. and D. C. and the Survivors and Survivor of them, and the Executors and Administrators of the Survivor of them, **Upon Trust**, and to the Intent and Purpose that the said R. C. and D. and the Survivors or Survivor

vor of them, and the Executors and Administrators of the Survivor of them, shall take, levy, possess, use and enjoy the Rents, Issues, Profits, Revenues and Commodity of all and singular the said, &c. with the Appurtenances, and the same Employ during the Minority or Minorities as is aforesaid, for and towards the Performance, Payment and Satisfaction of all the Legacies, Bequests and Annuities and Debts of the said J. F. to be mentioned and specified in the last Will and Testament of the said J. F. and to the Use and Intent that the said Feoffees, and the Survivors and Survivor of them, their or his Executors and Administrators, shall with the Issues, Profits, Revenues and Rents, coming, growing and arising out of and from the said, &c. with the Appurtenances, expend, disburse and bestow at all Times, such necessary Charges in the Law and otherwise, for the Defence and Maintenance of the Possession and Title of all and singular the Premises, and every or any Part thereof, and for the Reparation and Amendment of all Building, &c. in, upon or belonging to the Premises aforesaid, until such Time as the said Legacies, &c. to be mentioned in the said Testament of the said J. F. as aforesaid, shall be paid and performed, and until some Heir of the said J. F. shall have attained to the Age of twenty-one Years; and to the Use and Intent, that after such Legacies, &c. paid and performed, the said Feoffees shall stand and be seised of the Overplus of such Rents, Issues, &c. **To the only Use and Benefit of the Heirs of the said J. F.** And after the Heirs of the said J. F. shall accomplish their full Ages of twenty-one Years, that then the said R. C. and D. and their Heirs, shall stand and be seised of all and singular the said, &c. to A. F. and the Heirs Male of his Body lawfully begotten; and for Default of such Heirs Male of the Body of the said A. F. lawfully begotten, to the Use and Behoof of the said B. F. second Son of the said J. F. and the Heirs Male of his Body lawfully begotten; and for Default of such Heirs Male of the Body of the said B. F. lawfully begotten, **To the Use and Behoof of the Heirs Male of the Body of C. F. third Son of the said J. F. and in Default of such Heirs Male of the Body of the said C. F. lawfully begotten, To the Use of the Heirs of the Body of the said J. F. and for Default of such Issue, To the Use of the right Heirs of the said A. for ever: Provided always,** and it is the true Meaning, Use and Intent of these Presents, that if the said J. F. hereafter at any Time during his Life-time, shall demise, grant or lease the said, &c. or any Part or Parcel thereof, by his Deed indented under his Seal, and with his Subscription of his Name, with his own Hand, for Term of Year or Years, Life or Lives; that then and immediately after any such Demise, Lease or Grant to be made by the said J. F. the said R. C. and D. shall stand and be seised of and in the said Manor, &c. so to be leased or granted, to the Use and Behoof of the same Lessees or Grantees, and every of them, and of their several Executors, Administrators and Assigns, during the Terms mentioned or reserved by the said J. F. in such Leases, Demises or Grants, be yearly paid unto the said J. F. during his Life, and after his Decease, to such Person or Persons, as by the proper and true Meaning of these Presents ought to have the Reversion or Remainder, Reversions or Remainders of the said Lands, &c. so to be leased or granted. (*A Letter of Attorney to deliver Seisin to the Feoffees.*) **Provided always,** That if the said J. F. by his Writing, signed and sealed in the Presence of three Witnesses, shall repeal, revoke or determine, all or any the Uses aforesaid, or any Part thereof, that then and from thenceforth the said Uses so to be repealed shall be void and of no Effect, and that then the said Feoffees shall thereof stand seised to the only Use of the said J. F. and his Heirs for ever. **In Witness,** &c.

I. F. being seised in Fee, covenants to levy a Fine to the Use of himself for Life, and his Wife for Life, with Entail to his first, second or third Son, and in Default of Issue Male, to his right Heirs.

THIS Indenture of three Parts, made, &c. **Between** I. F. and R. his Wife, of the first Part, R. C. and C. R. of the second Part, and P. F. Son and Heir apparent of the said J. F. of the third Part, **Witnesseth,** That the said I. F. for and in Consideration of the natural Love and Affection, which he beareth unto the said P. F. and for the better settling of the Messuage, &c. hereafter mentioned to such Uses, Intents and Purposes as are hereafter specified, and the Continuance of the said Premises in the Name and Blood of the said I. F. **Doth** for himself, his Heirs, Executors and Administrators, covenant, grant and agree, to and with the said P. F. his Heirs, Executors and Administrators, by these Presents, **That** he the said I. F. and R. his Wife, on this Side, and before the Feast of, &c. next ensuing the Date hereof, shall and will at the proper Costs and Charges of the said I. F. by such Fine or Fines, with Proclamations to be had, and levied in due Form of Law, as shall be devised or advised by the said P. F. or his Counsel learned in the Law, convey and assure unto the said

R. C. and C. R. and to the Heirs of one of them, all and singular, &c. And it is covenanted, condescended unto, concluded, declared and agreed, by and between the said Parties to these Presents, that the said Fine or Fines so to be levied and had of the said Messuage, &c. and other the Premises, with the Appurtenances, before in these Presents mentioned, and of every or any Part or Parcel thereof, and the Estate, Right, Title, Interest and Possession of them, the said R. C. and C. R. and each of them, and of their and each of their Heirs, of in, and to the said Premises, and every Part thereof, thereby to be had, shall be, and the said R. C. and C. R. and their Heirs, and the Survivor of them, and his Heirs, and all and every other Person and Persons, his and their Heirs, that shall stand or be seised thereof, or of any Part thereof, shall stand and be seised of the same, and of every Part and Parcel thereof, to the several Uses, Intents, Agreements, Limitations and Payments, and under the Provisoos and Conditions hereafter in and by these Presents expressed, mentioned and declared, and to no other Use or Uses, Intents or Purposes whatsoever; that is to say, **To the only Use** and Behoof of the said J. F. for and during the Term of his natural Life, without Impeachment of Waste; and from and after his Decease, **To the Use** and Behoof of the said R. F. his Wife, for and during the Term of her natural Life, and from and after the Decease of the said I. F. and R. F. **To the Use** and Behoof of the said P. F. and of the Heirs Male of his Body, lawfully begotten, or to be begotten, to be charged nevertheless and chargeable with such yearly Rent or Rents, and Distresses for the same, as shall be hereafter in these Presents limited or expressed; and for Want of such Issue, **To the Use** and Behoof of C. F. second Son of the said I. F. and of the Heirs Male of the Body of the said C. F. lawfully begotten, or to be begotten, charged nevertheless and chargeable, as aforesaid; and for Want of such Issue, **To the Use** and Behoof of the right Heirs of the said I. F. for ever. **Provided always**, That it shall and may be lawful to and for the said I. F. at any Time or Times hereafter, during his natural Life, by his Deed or Deeds in his Life-time lawfully executed, to assure, appoint, limit and convey to any lawful Wife or Wives, which the said I. F. shall hereafter fortune to marry, (in case he survive the said R. F.) for Term of the Life only of such Wife or Wives, for or in the Name of the Jointure or Jointures of such Wife or Wives, one full third Part or less, or so much as shall amount to a third Part of all the said, &c. **And also**, that it shall and may be lawful to and for the said I. F. during the Term of his natural Life, by any Deed or Deeds in Writing, under his Hand and Seal, or otherwise by his last Will and Testament in Writing, to grant, assure, limit, devise and convey to every or any the younger Sons of the said I. F. of his Body lawfully begotten, or to be begotten, for the Term of the Life or Lives of such younger Son or Sons, such yearly Rent-Charge or Rent-Charges, with a Clause of Distress for every such Rent, as by the said I. F. shall be thought meet and convenient, to be yearly issuing and going out of all and every the said, &c. or any Part thereof, from and after the Decease of the Survivor of them the said I. F. and R. F. so that the said Rent or Rents so be granted, limited or devised, as aforesaid, do not exceed the Sum of 50*l.* *per Ann.* in the whole. **And further**, That it shall and may be lawful to and for the said I. F. at any Time or Times during his natural Life, to make any Lease or Leases, unto every or any of his younger Son or Sons, for the Term of one and twenty Years or under, in Possession or Reversion, of all or any the said, &c. whereof the said Fine or Fines before mentioned, is covenanted to be levied by the said I. F. or any Part or Parcel thereof, (the said Lease or Leases to commence immediately, from and after the Decease of the Survivor of them the said I. F. and R. F. his Wife) charged or chargeable nevertheless with such Rent and Rents, Sum and Sums of Money or Payments, as before or after in these Presents are appointed, declared or limited to be had, levied or issuing out of the Premises, or any Part thereof, in such sort as in these Presents is mentioned and declared; so that the same Lands, &c. so to be demised and leased to any of the said younger Sons, do not exceed in the whole the yearly Value of, &c. *per Ann.* over and above the Rent or Rents reserved upon such Lease or Leases; and so as upon every such Lease and Leases so to be had, as aforesaid, the old and accustomed yearly Rents and Services be reserved to be yearly payable and done during the Continuance of every such Lease and Leases, at the Days and Times formerly used; and so that the same Lease and Leases, or any of them to be made, as aforesaid, be not without Impeachment of Waste. **And** it is covenanted, granted, concluded and agreed, by and between the said Parties to these Presents, that the said Fine and Fines so to be levied and had, as aforesaid, shall be and enure, and that the said R. C. and C. R. and their Heirs, and the Survivor of them and his Heirs, shall stand and be seised of all such Lands, &c. which shall by Virtue of these Presents be limited or appointed to be charged with any Rent or Rents, Sum or Sums of Money or Payments, to any Person or Persons, or which shall hereafter be granted, leased, demised or charged, according to the Intent or true Meaning of these Presents, and according to the Power, Liberty and Authority hereby given, permitted and allowed, as well to the Use of such Person or Persons, to whom any Parcel

of

of the Premises in these Presents mentioned shall be hereafter so limited, appointed, demised, leased, granted and conveyed, of such Estate and Estates, and for such Term and Time as the same shall be pursuant to the said Authority hereby given, to be limited, appointed, leased or conveyed, and under the Covenants, Charges, Conditions and Agreements in such Lease or Leases, Deed or Deeds to be contained; as also to the Use and Intent, that every Person and Persons, to whom any Rent, yearly Sum or Payment shall be hereafter granted, limited, appointed or devised, according to the true Intent and Meaning of these Presents, and according to the Power, Liberty and Authority allowed and given in and by these Presents, shall and may have, receive, levy and take the same, and likewise distrain for such Rents, Sum and Sums of Money, as shall fortune to be behind and unpaid, according to the Intent and true Meaning of these Presents, and of the several Grant or Grants, Limitation or Limitations, Devise or Devises, Appointment or Appointments, of, for or concerning the same to be had or made, pursuant to the Power and Authority hereby given, as aforesaid.

J. F. being a Tenant in Fee and by Curtesy of Lands, &c. the Reversion of Part thereof to P. F. his Son, J. F. and P. covenant to levy a Fine and Recovery to the Use of himself and Son for Life, with divers Limitations in Tail, and Power in P. F. to make Leases for Portions for his Daughters, and also 1500 l. to be paid to S. F. the second Son of J. F. &c.

THIS Indenture of three Parts, made, &c. Between J. F. of, &c. and P. F. Son and Heir apparent of the said J. F. and R. F. deceased, late Wife of the said J. F. and the sole Daughter and Heir of E. D. of, &c. deceased, of the first Part, R. C. and C. R. of the second Part, and C. D. and J. V. of the third Part: *Whereas* the said J. F. is seised in his Demesne as of Fee of some Part of the Manor, Lands, &c. hereafter mentioned, and is also seised for a Term of his Life, as Tenant by the Curtesy of *England*, of other the Manors, Messuages, &c. hereafter specified, the Reversion whereof in Fee-simple being descended by and after the Decease of the said R. F. unto the said P. F. *Now* to the Intent and Purpose that the Manors, &c. hereafter mentioned and expressed, may be established, vested and settled in and unto the said J. F. during the Term of his natural Life, and after his Decease upon the said P. F. and upon his Name, Stock and Posterity, and to such other Uses as are hereby appointed; *It is* covenanted, condescended, concluded and fully agreed by and between the said Parties to these Presents; and the said J. F. and P. F. do for themselves, their Heirs, Executors and Administrators, covenant, promise, grant and agree to and with the said R. C. and C. R. their Heirs, Executors and Administrators, and to and with every of them by these Presents, that they the said J. F. and P. F. shall and will on this Side and before the End of *Hilary* Term now next ensuing, in due Form of Law, by one Fine with Proclamation, to be levied before the Justices of our Sovereign Lord, &c. of his Majesty's Court of Common Pleas at *Westminster*, between the said D. C. and J. V. Plaintiffs, and the said J. F. and P. F. Deforceants, recognize and acknowledge all those Manors of A. B. C. and D. with the Appurtenances, lying and being in B. in the County of S. in which the said J. F. and P. F. or either of them have, or heretofore had any Estate of Inheritance in Possession or Reversion, or Remainder, with all and singular the Appurtenances thereof, by some Name or Names, &c. in the said Fine to be contained, to be the Right of the said D. C. as those which they the said D. C. and J. V. have of the Gift of the said J. F. and P. F. and the same shall thereby remise and quit Claim from the said J. F. and P. F. and their Heirs, to the said D. C. and J. V. and to the Heirs of the said D. C. for ever; *And* moreover shall by the said Fine, warrant the said Manors, &c. with the Appurtenances, unto the said D. C. and J. V. and the Heirs of the said D. C. against them the said J. F. and P. F. and their Heirs for ever. Which said Fine or Fines so as aforesaid, or in any other Sort to be levied and acknowledged, shall be and enure, and shall be deemed, adjudged, esteemed, reputed and taken to be and enure, to the Use of the said D. C. and J. V. and their Heirs, *To the Intent* and Purpose, that they the said D. C. and J. V. may become perfect Tenants of the Freehold of the said Manors, &c. whereby one or more perfect common Recovery or Recoveries shall or may thereof be had or suffered in Manner and Form hereafter following; *For* which Intent and Purpose, it is covenanted and agreed by and between the said Parties to these Presents, that it shall and may be lawful to and for the said R. C. and C. R. to bring, pursue and prosecute against them the said D. C. and J. V. one or more Writ or Writs of Entry *sur disseisin en le post*, of and for the said Manors, &c. with their and every of their Appurtenances, whereby the said R. C. and C. K. shall demand the, &c. against them the said D. C. and J. V. to which Writ the said D. C. and J. V. shall appear personally, or by Attorney, and after Defence made shall vouch

to Warranty the said *J. F.* and *P. F.* who shall likewise appear and enter into the Warranty, and vouch over the common Vouchee, who shall likewise appear and enter into the Warranty, and after make Default, to the End that a perfect common Recovery, with double Voucher, may be had and executed according to the Course of common Recoveries to be had and executed, of the, &c. with the Appurtenances; which said Recovery so as aforesaid, or in any other Manner to be had, and all other common Recoveries, Fines, Feoffments, Conveyances and Assurances in the Law whatsoever, since the Decease of the said *R. F.* had, made, levied, acknowledged, suffered or executed, or to be had, made, levied, suffered, acknowledged or executed by or between the said Parties to these Presents, or any of them, or whereunto they or any of them shall be Parties, of, for and concerning the said, &c. or any of them, or any Part or Parcel of them, shall be and enure, and shall be adjudged, deemed and reputed to be and enure to the Uses, behoofs, Intents and Purposes, and with, upon and under such Proviso's, Conditions, Powers and Limitations, as are hereafter in and by these Presents mentioned, declared, limited and appointed, (that is to say) for and concerning the said Manor of *A.* and *B.* &c. (with the general Words) **To** the said *P. F.* for and during the Term of his natural Life, without Impeachment of or for any Manner of Waste, and with full Power to do or commit Waste; and from and after the Decease of the said *P. F.* **To the Use** and Behoof of the said *J. F.* for and during the Term of his natural Life; and from and after the Decease of the said *J. F.* and *P. F.* **To the Use** and Behoof of *C. F.* eldest Son of the said *P. F.* and of the Heirs Male of his Body lawfully to be begotten; and for Default of such Issue, **To the Use** and Behoof of *D. F.* second Son of the said *P. F.* and of the Heirs Male of the Body of the said *D. F.* lawfully to be begotten, &c. (to the tenth Son;) and for Default of such Issue, **To the Use** and Behoof of all and every other the Sons of the said *P. F.* lawfully to be begotten successively one after the other, and of the Heirs Male of the Body of every such Son and Sons, severally and respectively to be begotten, as they and every of them shall be in Seniority of Age, and Priority of Birth; the eldest of the said Sons, and the Heirs Male of his Body, being ever preferred before the younger of the said Sons, and the Heirs Male of the Body of the said *S. F.* lawfully to be begotten; and for Default of such Issue, to the Use and Behoof of the Heirs of the Body of the said *J. F.* lawfully begotten, and to be begotten; and for the Want of such Issue, to the Use and Behoof of the right Heirs of the said *J. F.* for ever; and as for and concerning the said Manor of, &c. to the Use and Behoof of the said *R. C.* and *C. R.* and of their Heirs and Assigns for ever, upon Trust and Confidence nevertheless, and to the End, Intent and Purpose, that they the said *R. C.* and *C. R.* and the Survivor of them and his Heirs, shall and will sell, convey and assure the said Manor, &c. with the Rights, Members and Appurtenances thereunto belonging, and every Part thereof, late the Inheritance of the said *R. F.* deceased, for the best Benefit, Profit and Advantage, which shall or may be *bona fide* had or gotten for the same; and that the Money to be raised by every such Sale, and as every such Sale shall be made, shall be forthwith paid and disposed of by the said *R. C.* and *C. R.* and the Survivor of them and his Heirs as followeth, (that is to say) so much Money thereof to the said *J. F.* his Executors or Administrators, as according to the true yearly Value of the said Manor and Lands, shall come to seven Years Purchase; and for the Residue of the Money to be raised by such Sale as aforesaid, shall be disposed of, for and towards the Payment of the Debts of the said *P. F.* and Sums of Money mentioned in the Schedule hereunto annexed, and for and towards the Payment of such Legacies as the said *P. F.* shall by his last Will and Testament devise and bequeath, if any Overplus remain after the said Debts are fully satisfied and paid; and in Default of such Devise or Bequest, to the Executors or Administrators of the said *P. F.* **And** upon further Trust and Confidence that the said *J. F.* his Executors Administrators or Assigns, shall and may have, receive and take to his own proper Use and Behoof, all and singular the Rents, Issues, Revenues and Profits of the said Manor, &c. hereby limited and intended to be sold, until such Sale shall be made thereof, as aforesaid: **Provided always,** and it is to the true Intent and Meaning of these Presents, that if the said *C. F.* eldest Son of the said *P. F.* or such other Person or Persons, to whom any Estate is hereby limited or intended to be limited, of and in the said Manors of *A.* and *B.* his, their or some of their Heirs or Assigns, shall not within three Years next after the Decease of the said *A. F.* and *P. F.* or the Survivor of them, well and truly pay, or cause to be paid, unto the said *S. F.* second Son of the said *J. F.* (if he the said *S. F.* shall and do so long live) the Sum of 1500 *l.* of lawful Money of Great Britain, that then and immediately after such Default of Payment, all and every the Use and Uses herein before declared and limited, as for and concerning the said Manors of *A.* and *B.* shall cease and be void; And then also and from thenceforth the said Recovery so as aforesaid, or in any other Sort to be had and suffered, and the Recoverer and Recoverers therein named, his and their Heirs, shall stand and be seised in and of all and singular the said, &c. **To the Use** and Behoof of the said *S. F.* his Heirs and Assigns,

signs, until he or they shall or may out of the Rents, Issues and Profits thereof, have fully levied and received the said Sum of 1500 l. together with lawful Interest for the same, at the Rate of five Pounds by the Year, for every hundred Pounds for the forbearing thereof, from the End of the said three Years, next ensuing the Deaths of the said *J. F.* and *P. F.* or the Survivor of them; and all Damages, Costs and Charges which he the said *S. F.* his Heirs, Executors or Administrators, shall sustain or be put unto in or about the recovering and obtaining of the said Money, or in and about any Suit concerning the same; and from and after such Time as the said *S. F.* his Heirs or Assigns, shall or without Fraud or Covin might have received the said 1500 l. together with all Interest due for the same, as aforesaid, together with all Charges, Expences and Damages as aforesaid, touching or any wise concerning the same, out of the Rents, Issues and Profits of the said Manors, &c. That then and from thenceforth the said Recoveries shall be and enure, as to the said Manors of, &c. and the Recoverer and Recoverers therein to be named, his and their Heirs and Assigns, shall stand and be seised thereof, and of every Part and Parcel thereof, **To the Use** of such Person and Persons of such Estate and Estates, to whom the said Manors ought to have come, and be remaining by the true Intent and Meaning of these Presents, in Case the said last mentioned Proviso, for, touching and concerning the said *S. F.* or any Matter or Thing therein contained, had never been: **And** it is further covenanted, granted, concluded, declared and fully agreed by and between all the said Parties to these present Indentures, for them and their Heirs respectively, **And** the true Intent and Meaning of these Presents, and of all the Parties thereto is, that as to, for, touching and concerning the said Manor of *D.* late Part of the Inheritance of the said *R. F.* with the Rights, Members, Appurtenances, Lands, Tenements and Hereditaments thereunto belonging, the said Recovery so as aforesaid, or in any other Manner to be had and suffered, and all other Recoveries, Conveyances, Fines, Feoffments and Assurances in the Law whatsoever, since the Death of the said *R. F.* late Wife of the said *J. F.* had, made, levied, suffered, acknowledged or executed, or to be had, made, levied, suffered, acknowledged or executed by or between the said Parties to these Presents, or any of them, or whereto they or any of them shall be Parties of, for or concerning the said Manor of *D.* or Part or Parcel thereof, either solely or together with other the said Manors, &c. or any of them, shall be and enure, and shall be adjudged, deemed, esteemed, reputed and taken to be and enure, to the Uses, Behoofs, Intents and Purposes, as to the said Manor of *D.* with the Rights, Members and Appurtenances thereof, and with, upon and under such Proviso's, Conditions, Powers and Limitations, as are hereafter in and by these Presents mentioned and declared, (that is to say) **To the Use** and Behoof of the said *P. F.* and his Assigns, for and during the Term of his natural Life without Impeachment of Waste, and from and after his Decease, **To the Use** and Behoof of *A. F.* his Wife for and during the Term of her natural Life; and from and after the Decease of the Survivor of them the said *P. F.* and *A. F.* his Wife, **To the Use** and Behoof of the said *J. E.* for and during the Term of his natural Life, and from and after the Decease of the said *J. F.* to the Use of, &c. **Provided** always, and the true Intent and Meaning of these Presents is, that it shall and may be lawful to and for the said *P. F.* at any Time or Times after the Decease of the said *A. F.* in Case he shall happen to survive her, during his natural Life, by his Deed or Deeds indented, by him duly executed in the Presence of two or more credible Witnesses, to make one or more Lease or Leases, for one, two or three Lives or one and twenty Years or under, of the said Manor of *D.* or any Part thereof, under such Rents, Reservations and Covenants as he shall think fit, to any Person or Persons whatsoever, upon Trust for the raising of the several Portions herein after mentioned, for such Daughter or Daughters as the said *P. F.* shall happen to have, and not otherwise provided for, (that is to say) if one Daughter, then for the raising of 1000 l. for that Daughter, and if more Daughters, then for the raising of 500 l. apiece for each and every of the said Daughters, to be paid them at their several and respective Ages of one and twenty Years or Days of Marriage, which shall first happen; and that all and every such Lease and Leases, Demise and Demises, Grant and Grants to be made, as aforesaid, shall stand and be good and effectual in the Law to all Intents and Purposes; and the said Recovery so as aforesaid, or in any other manner to be had and suffered, shall be and enure, and the Recoverer or Recoverers therein named or to be named, his and their Heirs, shall stand and be seised of and in so much of the said Manor of *D.* as shall be so demised or leased, to the Use of such Person or Persons, his and their Executors, Administrators and Assigns, to whom such Demise or Demises, Lease or Leases, Grant or Grants, shall be made as aforesaid. **It**, &c.

An Indenture of Marriage-Covenants to stand seised, &c.

THIS Indenture made, &c. Between *A. B.* of, &c. of the one Part, and *C. D.* of, &c. of the other Part: **Whereas** there is a Marriage intended by God's Grace shortly to be had and solemnized by and between the said *A. B.* and *M. W.* of, &c. **And whereas** the said *A. B.* now is and standeth lawfully and rightfully, solely and absolutely seised in his Demesne as of Fee-simple, of and in all that, &c. situate, lying and being in *B.* and now in the Tenure and Occupation of, &c. or his Assigns: **Now this Indenture witnesseth**, that for the settling of the before mentioned Lands and Premises, with the Appurtenances to the several Uses, Ends, Intents and Purposes herein after mentioned, expressed, limited and declared, and for divers other good Causes and valuable Considerations him thereunto moving, he the said *A. B.* doth for himself, his Heirs, Executors and Administrators, and for every of them covenant, promise, condition, grant, conclude and agree to and with the said *C. D.* his Executors and Administrators, by these Presents, in Manner and Form following, (*viz.*) That he the said *A. B.* and his Heirs, and all and every other Person and Persons, and their Heirs, that now are, or until the said Marriage shall stand seised of and in the said recited and mentioned Lands, with the Appurtenances, or any Part thereof, shall and will stand and continue for ever hereafter seised to the Use and Uses, Ends, Intents, Constructions and purposes herein after mentioned, expressed, limited and declared, (*viz.*) **To the Use** and Behoof of him the said *A. B.* and his Heirs, until the said intended Marriage shall take effect, and from and after the Solemnization and Effecting of the said intended Marriage, then to the Use and Behoof of him the said *A. B.* and his Assigns, for, during, and unto the full End, Term and Continuance of his natural Life, and from and after his Decease, then to the Use and Behoof of the said *M. W.* for and during the Term of her natural Life, for her Jointure, Dower and Thirds, at the common Law, out of and in any other Messuages, Lands and Premises, which he the said *A. B.* shall at any Time hereafter die seised of; and from and after her Decease, then to the Use and Behoof of the Heirs of the Body of the said *A. B.* on the Body of the said *M. W.* lawfully begotten, or to be begotten, and for want of such Heirs, then to the Use and Behoof of the right Heirs of the said *A. B.* for ever, and to and for no other Use and intent of Purpose whatsoever: **And** the said *A. B.* hereby for himself, his Heirs, Executors and Administrators, doth covenant, promise, grant and agree to and with the said *C. D.* his Heirs, Executors and Administrators, and to and with every of them, by these Presents, in Manner and form following, (*viz.*) That he the said *A. B.* at the Time of the Enfealing and Delivery of these Presents, is and stands of right, lawfully, solely and absolutely seised of and in the said Lands and Premises, with the Appurtenances, of a good, sure, lawful, rightful, absolute and indefeasible Estate of Inheritance in Fee-simple to him and his Heirs, free and clear, and freely and clearly acquitted exonerated, and discharged of and from all former and other Gifts and Grants, Bargains, Sales, Mortgages, Leases, Statutes, Judgments, Executions, Fines, Forfeitures, Accounts, Deeds, Titles, Troubles, Charges, Demands and Incumbrances whatsoever, heretofore had, made, done, committed or suffered by the said *A. B.* **And further**, that he the said *A. B.* at the Time of the Enfealing and Delivery thereof, is the very true and lawful Proprietor, acknowledger and Owner of the said limited and recited Lands and Premises, with the Appurtenances, and hath in himself good Right, full Power, true Title and lawful Authority, to settle and assure the same, and every Part or Parcel thereof, to and for the Uses, Ends, Intents and Purposes aforesaid, according to the true Intent and Meaning of these Presents, and that the same, and every Part thereof, shall and lawfully may for ever hereafter be held and enjoyed according to the Limitations aforesaid: **And lastly**, that the said *A. B.* his Heirs and Assigns, and all other Person and Persons whatsoever, that now have or hath, or that hereafter shall or may have or claim any Right, Title or Interest in or unto the said limited and recited Lands and Premises, or any Part thereof; the Lord or Lords of the Fee and Fees of whom the said recited Lands and Premises, for or in Respect of the ancient Rents and Services for the same, from henceforth to grow due and payable, only excepted and foreprized; and shall and will from Time to Time, and at all Times for ever hereafter, at the proper Costs and Charges in the Law, of the said *A. B.* his Heirs and Assigns, make, do, acknowledge, levy, suffer and execute, or cause and permit to be made, done, acknowledged, levied, suffered and executed all and every such further and other lawful and reasonable Act and Acts, Thing and Things, Devises and Conveyances and Assurances in the Law whatsoever, for the further, better and more perfect and absolute Conveying, Settling and Assuring all and every the said granted Premises, with the Appurtenances, unto and for the Uses, Ends, Intents and Purposes aforesaid; as by him the said *C. D.* his Heirs, Executors or Administrators, or his or their Counsel learned in the Law, shall be reasonably devised or advised and required, be it by Fine or Fines. *Vide ante* — **In Witness**, &c.

An Indenture of Covenants for Limitation of Uses and Estates, &c.

THIS Indenture, &c. Between *K. M.* of, &c. of the one Part, and *M. W.* Widow of the other Part Witnesseth, &c. That the said *K. M.* doth covenant, &c. that the said Conveyances and Assurances so to be had, made and executed, shall be, &c. and that the said *F. &c.* and their Heirs, &c. shall stand and be seised of the Premises, &c. to the several Uses, Intents and Purposes, and under the Conditions, Provisoos, Covenants and Agreements, hereafter in or by these Presents set forth, limited, mentioned or declared, according to the true Meaning of these Presents, and to no other Use, &c. that is to say, of all and singular the said Manor of *K.* with the Appurtenances, and of all the Lands, Tenements, Reversions, Services, Hereditaments and Premises, with the Appurtenances in *K.* To the Use of *K.* the Father, and *M.* his Wife, for and during the Term of their two natural Lives, and of the longer Liver of them, without Impeachment of Waste, during the Life of *K.* only, and after the Decease of *K.* and *M.* his Wife, then to the Use of *K.* his Son, and of the Heirs Male of his Body; and for Default of such Issue, then to the Use of the Heirs Male of the Body of *K.* the Father, lawfully begotten; and for Default, &c. to the Use of the right Heirs of *K.* the Father, for ever; And of the said Manor of *S.* and *G. M.* with the Appurtenances, and of all his Lands Tenements, Rents, Reversions, Services, Hereditaments and Premises in *S.* and *G. M.* aforesaid, to the Use of *K.* the Son, until the Day of the Solemnization of the said Marriage; and after the said Marriage solemnized, then to the Use of *K.* the Son, and the said *A.* and of the Heirs Male of the Body of *K.* the Son lawfully to be begotten; and for Default, &c. then to the Father and the Heirs Male of his Body, and for in Default of such Issue, then to the Use of the right Heirs of *K.* the Father, for ever; And of the said Manor of *M.* with the Appurtenances, and of all the said Lands, Tenements, Rents, Reversions, Services and Hereditaments in *M.* aforesaid, with the Appurtenances, to the Use of *K.* the Father, for Life without Impeachment of Waste, and after his Decease then to the Use of *K.* the Son, until the said Marriage had, and after to the Use of *K.* the Son, and of the said *K.* and of the Heirs Male of the Body of the said *K.* the Son lawfully begotten, and to be begotten; and for Default, &c. then to the Heirs Male of the Body of *K.* the Father lawfully, &c. and then to the right Heirs of *K.* the Father: All which Premises in *S. G. M.* and *M.* aforesaid, limited and appointed to be assured and conveyed to the Use of *A.* are meant and intended to and for the Jointure of *A.* of the Manor, Messuages, Lands, Tenements and Hereditaments of *K.* the Son, and of the said Manor of *K.* and *S.* with the Appurtenances, and of all and singular the said Lands, Tenements, Hereditaments and Premises in *G.* and *S.* aforesaid, with the Appurtenances, to the Use of *K.* the Father, for Life, without Impeachment of Waste, and after to *K.* the Son, and the Heirs Male of his Body, &c. and then to the Heirs Male of the Body of *K.* the Father, and then to the right Heirs of *K.* the Father for ever.

A Provision for a second Wife.

PROVIDED always, and it is concluded and agreed by and between the said Parties to these present Indentures, for them and their Heirs, by these Presents, that if the said *K. M.* the Father, shall fortune to out-live the said *M. M.* his Wife, and shall hereafter marry again, that then and from thenceforth, it shall and may be lawful to and for the said *K. M.* the Father at all Times during his natural Life, to assign, limit or appoint such and so much of the said Manor of *C.* with the Appurtenances, and of the said Lands, Tenements, Rents, Reversions, Services, Hereditaments and Premises in *C.* aforesaid, other than, &c. *ut infra*, or the Use thereof, as he the said *K.* the Father shall think convenient; so that the same exceed not the clear yearly Value of 100 *l.* by the Year, over all Charges and Reprizes, to the Use of any Woman, who shall for Time to come be his lawful Wife at the time of his Decease, for and during the natural Life of any such Wife, for and in the Name of her Jointure, so that the Estate of such Wife or Wives be not made or occupied to be without Impeachment of Waste; and that from and after every such Use, Limitation or Appointment so had or made to or for any Wife, all and every the said Assurances and Conveyances of the Premises in *K.* aforesaid, so to be had, made or executed, as is aforesaid, concerning such and so much thereof only, whereof any such Assignment, Appointment or Limitation, by Virtue of this Proviso, shall be so had or made, shall be, and the said *F. L. &c.* and their Heirs, and the Survivors and Survivor of them and his and their Heirs, shall stand and be seised thereof, to the Use of such Wife, for and during her natural Life, according to the true Meaning of such Limitation; any Thing in these Presents contained to the contrary thereof in any
wife

wife notwithstanding, and after such Use or Estate ended or determined, then to the Use of every such Person and Persons, and in such Manner and Form, and with such Remainders over and under all and every such Conditions and Provisoos, as the same should have been, if no such Limitation or Appointment, by Virtue of this Proviso, had been made, limited or appointed.

A Covenant for Preferment of Younger Sons of K. the Father.

PROVIDED also, and it is likewise concluded and agreed, by and between the said Parties to this present Indenture, for them and their several Heirs, by these Presents, that it shall and may be lawful to and for the said K. the Father, at any Time or Times, during his natural Life, by his Writing or Writings indented under his Hand and Seal to assign, limit or appoint the said Manor of S. with the Appurtenances, and all the said Lands, Tenements, Hereditaments and Premises in S. aforesaid, with the Appurtenances, or any Part or Parcel thereof, to his younger Sons, or to any of them at his Pleasure, for and during the Term of the natural Lives, or of the natural Life or Lives of any of them, to and for their Preferment in living, and after the Decease of them, or any of them, to whom any such Limitation shall be so made, then to the Use of any Woman or Women, which shall be the lawful Wife or Wives to any of them at the Time of his or their Death, for and during the Term of her or their natural Life or Lives, so that the same be not made without Impeachment of Waste, for and in the Name of the Jointure of such Wife or Wives; **And** that from and after every such Limitation or Appointment so made, all and every the said Assurances or Conveyances of the Premises in S. aforesaid, so to be had, made, or executed as is aforesaid, concerning such and so much thereof only, whereof any such Limitation or Appointment shall he so had or made, shall be, and the said F. L. &c. and their Heirs, and the Survivors and Survivor of them, and his and their Heirs, shall stand and be seised thereof, to the several Use and Uses of every such younger Son, Wife or Wives to whom any such Limitation shall be so had or made, for and during his or her and their natural Life or Lives, according to the true Meaning of such Limitation; any Thing in these Presents to the contrary thereof in any wise notwithstanding; and after such Use or Uses, Estate or Estates, ended or determined, then to the Use of every such Person and Persons, and in such Manner and Form, and with all such Remainders over, Uses and Limitations, and under all and every such Conditions and Provisoos as the same should have been, if no such Assignment, Appointment or Limitation, by Force of this Condition had been thereof made or appointed.

A Covenant to Assign Lands to his Wife for Life, under a yearly Rent, &c.

PROVIDED also, and it is likewise covenanted, concluded and fully agreed, by and between the said Parties to these Indentures, for them and their Heirs, by these Presents, that it shall and may be lawful to and for the said K. M. the Father, by his Writing indented under his Hand and Seal, to assign, limit and appoint the Capital Mansion-house of M. aforesaid, and the Lands and Tenements, commonly accounted, used or occupied, as his Demefne Lands to the said Capital Messuage belonging or appertaining, to the Use of the said M. his now Wife, for Term of her natural Life, reserving and appointing the yearly Rent of 40 l. of lawful Money of Great Britain, to be paid for the same, from and after the Death of the said K. the Father, yearly during the Life of the said M. at the Feast-Day of the Annunciation, &c. by even Portions, at the said Capital Messuage of M. aforesaid to the said K. M. the Son, and A. and the Heirs Male of the Body of the said K. the Son, lawfully begotten, and after to such Person and Persons, as by the Limitation aforesaid shall have the same House and Demefne Lands; the first Payment thereof to begin at such of the said Feasts as shall first happen after the Decease of the said K. the Father, and that from and after such Limitation and Appointment so had or made, the said Assurance and Conveyances shall be, and the said F. &c. and their Heirs, and the Survivors and Survivor of them, and his and their Heirs, shall stand and be thereof seised to the only Use of the said M. and her Assigns, according to such Limitation as shall be so had or appointed; so that the said M. and her Assigns do pay, or cause to be paid, yearly, during her Life, the said Sum of 40 l. in Manner and Form before mentioned, expressed and appointed, and after the Death of the said M. or the Determination of her said Estate or Use therein by any Ways, then to the Use of the said K. M. the Son, and of the said A. and the Heirs Male of the Body of the said K. lawfully begotten, and after to the Use of such Person and Persons, and in such Manner and Form, and with all such Remainders over, Uses and Limitations, and under all and every

every such Conditions, and Provisoos, as the same should have been, if no such Assignment, Appointment or Limitation, by force of this Proviso, had been thereof made or appointed; any Thing to the contrary, &c.

For the Preferment of Daughters, &c. by K. the Father.

PROVIDED also, and it is likewise concluded and fully agreed by and between the said Parties to these Indentures, for them and their several Heirs by these Presents, **That** **Whereas** the said K. M. the Father, by one Indenture Tripartite, made between the said K. M. the Father, of the one Part, and T. S. Esq; of the second Part, and the Right Honourable Sir B. L. Knight, Chancellor of the Dutchy, &c. of the third Part, bearing Date the 18th Day of M. &c. hath granted to the said T. S. one Annuity, or yearly Rent of 100*l.* by the Year, issuing out of the said Manor of C. from the Day of the Date of the said Indenture, for and during the Term of ten Years then next following, as by the said Indenture more fully and at large doth and may appear: **Now witnesseth, &c.** That for the Advancement and Preferment of such Daughters of the said K. M. the Farther, as shall not be married before the Decease of the said K. the Father, the said K. the Son, and the Heirs Male of his Body, and for Default of such Issue, such other Person and Persons, to whom the said Manor of L. with the Appurtenances, shall or ought to come after the Decease of the said K. the Father in Tail, according to the Limitation of these Presents shall yearly after the Decease of the said K. the Father, and after the End of the ten Years, pay, or cause to be paid, the Sum of 100*l.* of lawful Money of *Great Britain* yearly, unto each of the said Daughters, as shall not be married before the Decease of the said K. the Father, until every such Daughter shall have received the Sum of 200*l.* apiece, for and towards her and their Preferments in Marriage or otherwise; the same to be yearly paid at the Manor-House of L. aforesaid, upon the Feast-Days of the Annunciation, &c. by even Portions: **And** if it happen any Default to be had or made of or in the said Payment of the said 100*l.* by the Year, as is aforesaid, that then from and after any such Default, the said Assurances and Conveyances shall be in the said F. L. and the said F. L. P. W. T. M. and A. M. and their Heirs, and the Survivors and Survivor of them, and his and their Heirs, shall stand seised of all such Part and Parcel of the said manor of L. and of the said Premisses in L. saving the Manor-House, and Part in L. aforesaid, with the Appurtenances, not exceeding the clear yearly Value of 100*l.* by the Year, as the said K. M. the Father, shall by Writing under his Hand and Seal in his Life-time, or by his last Will and Testament in Writing, expresse and appoint, to the Use of every the said Daughter and Daughters which shall not be married before the Death of the said K. the Father, until every of them out of the Issues and Profits thereof, and of such Part of the said Sum of 200*l.* apiece, as the said K. the Son, his Heirs or Assigns shall before that Time have paid, shall have received and had, and conveniently might have received and had the said sum of 200*l.* of Lawful Money of *Great Britain*, and after every such Estate and Use ended, then to the Use of every such person and Persons, and in such Manner and Form, and with such Remainders over, Uses and Limitations, and under all and every such Conditions and Provisoos, as the same should have been, if no such Assignment or Limitation had been thereof made; any Thing, &c.

To make Leases of Lands usually letten.

PROVIDED always, and it is also covenanted, &c. *ut supra*, that it shall and may be lawful to and for the said K. M. the Father, at any Time or Times, during his Life, by his Writing indented, &c. to be made between him and any other Person or Persons, to lease, grant and demise any Part or Parcel of the Premisses before Time usually demised or leased, the said Lands, Tenements and Hereditaments in S. great M. and M. only excepted, to any Person and Persons at his Pleasure, so that every such Lease and Grant be made of Lands and Tenements in Possession, and not in Reversion; and so that no such Lease or Grant be made without Impeachment of Waste, nor for any longer Time than for 21 Years, or three Lives, from the Date of every such Lease; and so that upon every such Lease the old accustomed Rent or more to be reserved and yearly payable, during the Terms therein contained, at the Feast-Days usual, to such Person or Persons, to whom the Use thereof is before by these Presents limited; and that after every such Lease to be made, the said Assurance containing every such Parcels of the Premisses as shall be so leased, granted or demised, shall be; and the said F. L. &c. and their Heirs, and the Survivors and Survivor of them and his and their Heirs, shall stand and be seised of all such Lands, Tenements and Hereditaments

raments leased, to the Use of every such Lessee, or Grantee, according to the true Meaning of every such Lease, so long during the Term in every such Lease contained, as the said Person or Persons, to whom any such Lease shall be made, or his Assigns, doth truly pay the Rent reserved upon his said Lease at the Days therein for that Purpose mentioned, or within twenty Days then next following, to him or them who shall have the Use thereof in Possession. And after the End of every such Lease, then to the Use of every such Person and Persons, and in such manner and form, and with such Remainders over, Uses and Limitations, and under all and every such Conditions and Provisoos, as the same should have been, if no such Lease, Assignment or Limitation, by Force of this Proviso, had been thereof made; any Thing before mentioned to the contrary thereof in any wise notwithstanding.

A Covenant for keeping the Son and his Wife and Children, and in Case of Dislike thereof, then to lease a Tenement for that End.

AND the said K. M. the Father, doth further covenant with the said M. by these Presents, that the said K. at his own Costs and Charges, from and after the said Marriage, shall and will well and decently keep and maintain the said K. the Son and the said A. and all such Children as they shall fortune to have between them lawfully begotten, and shall also keep for the said K. the Son, and the said A. one Servant Woman and two Servant Men, with sufficient Meat, Drink, Fuel, and Lodging; and shall also keep for the said K. the Son, three Geldings Winter and Summer, during the natural Life of the said K. the Father, if the said K. the Son and the said A. so long should fortune to live and will so long accept the same. **And further** that if at any Time after the End of five Years and six Months next after the Date of these Indentures, the said K. the Son, and the said A. shall fortune to dislike thereof, or shall better like to keep House themselves, and will refuse the Allowance appointed unto them by this Covenant, then the said K. the Father, in Consideration thereof, and for their better Maintenance, shall and will by his sufficient Deed in Writing demise and lease unto the said K. the Son, one Messuage, Farm or Tenement in C. aforesaid, now in the Tenure, Possession or Occupation of J. B. or of his Assigns, and which was before late in the Tenure or Occupation of one T. E. or of his Assigns, with all the Lands, Tenements and Hereditaments thereunto belonging or to or with the same heretofore usually occupied, with all and singular the Appurtenances, to have to him the said K. the Son, from the End of the said five Years and six Months next after Date hereof, or from the Time that they shall refuse the said Allowance, as aforesaid, for and During the Term of the natural Life of the said K. the Father; the said K. the Son yielding and paying therefore yearly, during the said Term to the said K. the Father, the yearly Rent of 5*l.* and 5*s.* at the Terms there usual: And that the said Messuage or Tenement, after the said Lease to be made, shall be and continue, during the Life of the said K. the Father, clearly acquitted, exonerated and discharged, or otherwise saved harmless, of all other Charges and Incumbrances had, made, done or suffered by the said K. the Father, the said 5*l.* and 5*s.* only excepted.

A Covenant for granting Annuities to the Sons of K. the Son.

PROVIDED always, and it is further agreed by and between the said Parties, and the said K. M. the Father, doth covenant and grant for himself, his Heirs, Executors and Administrators, to and with the said M. W. her Executors and Administrators, that if it fortune the said K. M. the Son, to die, during the Life of the said K. the Father, leaving Sons between him and the said A. lawfully begotten, then the said K. the Father shall by his Deed indented, sealed with his Seal, whereof the said K. shall deliver, or cause to be delivered, the one Part to the said M. her Executors or Administrators, give, grant, limit and appoint unto every one of the Sons that shall happen to be begotten of the Bodies of the said K. the Son and A. except such as shall be the Heir apparent of the said K. the Son, unto every of them severally by their several Deed or Deeds indented, to be sealed with his Seal, one Annuity or yearly Rent of 10*l.* a-piece, to have and to hold from the Decease of the said K. the Son for and during the Life of every Such Son, issuing and going out of the said Manor of K. and of all the said Lands, Tenements and Hereditaments in K. aforesaid, excepting the said Manor-house of K. and the Park of K. to be paid at the Manor-house of K. aforesaid, at the said Feasts of St. M. the Arch-Angel, and the Annunciation, &c. by even Portions. And that he the said K. M. the Father, shall in every of the said Deeds further limit and appoint, that if it happen any Default of Payment to be had or made of or in the said several Annuities or yearly Rents, or any of them, that then the said Estates shall be, and the said F. L. P. W. T. M. and H. M. and their Heirs, and the Survivor of them, and his and their Heirs, shall stand and be seised of
and

and in so much of the said Lands and Tenements in K. aforesaid, except the said Manor-house of K. and the said Part of K. as shall be of the clear yearly Value of 10 *l.* to and for every such Son to whom any such Gift, Grant, Limitation or Appointment shall be so had or made, the said Lands to be expressed and set out in every of the said Deeds in Certainty; To have and to hold the same to the Use of every such Son, unto whom any such Default of Payment shall be had or made, for and during the Term of his natural Life, and after the Decease of every such Son, then to the Use of every such Person and Persons, and in such Manner and Form, and with all such Remainders over, Uses and Limitations, and under all and every such Conditions and Provisoos, as the same should have been, if no such new Assignment by Virtue of this Proviso had been made.

A Covenant for preferring the Daughters of K. the Son.

PROVIDED also, that it is likewise agreed, and also the said K. the Father, for himself, his Executors and Administrators, doth further covenant with the said M. his Executors and Administrators, by these Presents; and if it fortune the said K. M. the Son, to die, during the Life of the said K. the Father, living Daughter or Daughters between him and the said A. lawfully begotten; that then the said K. the Father, shall and will, by his Deed indented, sealed with his Seal, whereof the said K. the Father, will deliver, or cause to be delivered, the one Part to the said M. her Executors or Administrators, grant, limit and appoint, that he the said K. the Father, and every such Person and Persons, to whom the said Manor of C. with the Appurtenances, and the said Premises in C. aforesaid, shall or ought to come after the Death of the said K. the Father in Tail, according to the Limitation of these Presents, shall yearly after the End of the said ten Years mentioned in the said Tripartite Indenture, and after the Time that the said Sums of Money limited and appointed to be paid to the said Daughters of the said K. the Father, shall or may be received or run up, according to the true Meaning, Intent and Limitation aforesaid, content and pay, or cause to be paid, to every of the said Daughters that shall happen to be begotten of the bodies of the said K. the Son, and A. then living, the Sum of 100 *l.* apiece, for and towards their Preferment and Advancement, the same to be paid after the Rate of 100 *l.* yearly, to every of them orderly, according to their several Ages, at the Manor-house of K. aforesaid, upon the Feast-Days of the Annunciation of, &c. and St. M. the Arch-Angel, by even Portions, until every such Daughter shall have received 100 *l.* apiece: and that if it happen any Default to be had or made, of or in the Payment of the said Sum of 100 *l.* apiece, to every or any of the said Daughters, or any Part thereof, that then the said F. L. &c. and their Heirs and the Survivor of them, and his and their Heirs, shall stand and be seised of and in so much Lands, Tenements and Hereditaments in C. aforesaid (whereof the said Manor-house and Part of C. aforesaid to be no Parcel) as shall be of the clear yearly Value of 100 *l.* to be likewise expressed and set forth in the said Deed in Certainty, to the Use of every such Daughter of the said K. and A. for and until such Time, as every Daughter of the Issues and Profits thereof shall have received and had, or might have received and had, the full Sum of 100 *l.* apiece, or so much thereof as shall be behind and unpaid at the Time of any such Default, for and towards her Preferment and Advancement, as aforesaid; and after to the Use and Uses of every such Person and Persons, and in such Manner and Form, and with all such Remainders over, Uses and Limitations, and under all and every such Conditions and Provisoos, as the same should have been, if no such new Limitation by Virtue of this Proviso had been thereof had or made. **And further**, the said K. M. the Father, doth covenant, &c. to and with the said W. M. her Executors and Administrators, that the said Manors, Messuages, Lands, Tenements and Hereditaments in S. great M. and M. aforesaid, mentioned and appointed to be assured and conveyed to the Use of the said K. the Son, and A. W. for her Jointure, as aforesaid, at the Sealing and Delivery hereof, are and be of the clear yearly Value of 100 *l.* over and above all Charges and Reprises, and during the Life of the said A. shall remain and continue of the said yearly Value; any Thing heretofore done, or hereafter to be done by the said K. M. the Father, or any other by his Means, Consent or Procurement to the contrary notwithstanding. **And** that the said A. W. and her Assigns, if she over-live the said K. M. the Son, by Virtue of the said Assurance to be made, as is aforesaid, shall or lawfully may have, hold, occupy and enjoy the said Mansion-house, Messuages, Lands, Tenements and Hereditaments in Great M. and M. aforesaid, mentioned and appointed to be assured and conveyed to the Use of the said A. for her Jointure, as is aforesaid, according to the Form, Intents, Limitations and Meanings in these Presents contained and expressed, quietly and peaceably, without any lawful Let, Trouble or Interruption of the said K. M. the Father, his Heirs and Assigns, or any other claiming by or from the said K. the Father, or under his

Estate

Estate or Leases, made before the Feast of St. *M.* the Arch-Angel last past, for the Term of three Lives or under, or 20 Years or under, whereupon the accustomed Rents and Services or more are reserved and payable yearly to the said *K.* the Father, his Heirs and Assigns, during every such Term contained in every such Lease; and the said Leases or Grants before in these Presents limited and appointed to be made of the said Capital Messuage of *M.* and the Lands and Tenements commonly accounted, used or occupied as Demefne Lands, to the said Capital Messuage belonging or appertaining, to the Use of the said *M.* Wife to the said *K. M.* the Father, for the Term of her Life, whereupon the yearly Rent of 40 *l.* is or shall be reserved and payable, as is aforesaid, during the said Term, always excepted and foreprised. **In Consideration** of which said Premises, the said *M. W.* doth covenant to pay to *K. M.* the Elder, 1000 *l.* of lawful Money of *Great Britain*, in Manner and Form following, viz. 500 *l.* before or upon the Day of Marriage of *K. M.* the Son, and the said *A.* and 300 *l.* &c. and 200 *l.* &c. **In Witnesses, &c.**

Covenants for settling Estates, viz. To convey by Fine and Recovery, &c.

THIS Indenture of three Parts made the Day of, &c. **Between** the Right Honourable *H.* Lord *S.* of the first Part, *H. S.* and *J. M.* of the second Part, and *R. L.* &c. *G. L.* of the third Part, **Witnesseth, That** whereas the said *H.* Lord *S.* is and standeth seized in Possession, Reversion or Remainder, of an Estate of Inheritance of and in divers and sundry Honours, Castles, Manors, Lordships, Seigniories, Messuages, Parks, Chafes, Lands, Tenements, Advowsons, Liberties, Franchises and Hereditaments; all which, or most Part thereof, have by long Time remained and continued in the Name and Blood of the said *H.* Lord *S.* And the Residue having been of late Time purchased and gotten by the said *H.* Lord *S.* or his late Ancestors, and do lie and adjoin so conveniently and commodiously, so and for other his antient Honours, Castles Manors, Lands and Possessions, that they may not well be separated, divided or aliened from the same: Now for that the said *H.* Lord *S.* mindeth and intendeth to establish all the said Honours, Castles, Manors, Lordships Seigniories, Messuages, Parks, Chafes, Lands, Tenements, Advowsons, Liberties, Franchises and Hereditaments hereafter in these Presents specified, to such Uses, Intents and Purposes, as that the same may remain in the Name, Blood and Kindred of the said Lord *S.* according to the Uses hereafter thereof expressed and declared, for the better Advancement and Continuance of the House, Honour, Name, and Blood of the said Lord *S.* and as a convenient Portion or Stay of living for the same, so long as it shall please God to permit and suffer the same; And for the Advancement of such of his Sons and Children, and others Male and Female, as hereafter in these Presents are nominated and mentioned, and for the Fatherly Love, and natural Affection which he beareth unto *T. S.* Knt. his Son and Heir apparent, and for the Preferment, Advancement and Maintenance of the Estate of the said Lady *P.* now Wife of the said Sir *T. S.* with convenient Stay of living, for her Jointure or Dower; and for divers and sundry other great, weighty, reasonable and lawful Causes and Considerations, him the said Lord *S.* thereunto especially moving, **He** the said *H.* Lord *S.* for himself, his Heirs, Executors and Administrators, doth covenant and grant to and with them the said *H. S.* &c. and to and with the Survivors and Survivor of them, his and their Heirs and Assigns by these Presents, **That** he the said *H.* Lord *S.* his Heirs and Assigns, shall and will, on this Side, and before the Feast of, &c. by several Fines, with Proclamations by him the said *H.* Lord *S.* in due form of Law to be had, acknowledged and levied of the said Honours, Castles, Manors, Messuages, Lands, Tenements and Hereditaments, and Premises, and of every Part and Parcel thereof, sufficiently and perfectly convey and assure unto them the said *H. S.* and *J. M.* or to the Survivor of them, and to his Heirs or their Heirs, or to the Heirs of the one of them, all and singular those his Honours, Castles, Manors, Lordships, Seigniories, Fees, Messuages, Lands, Tenements, Parks, Chafes, Franchises, Liberties, Free Warrens, Patronages, Advowsons, Rents, Services, Cole-Mines, Lead-Mines, Stone-Quarries, and all other his Hereditaments, lying, and being in the several Counties of *T. D. N. B.* and in the County of the City of *T.* hereafter in these Presents named, mentioned or recited; that is to say, **All that** the Honour, Manor and Castle of *B.* with the Appurtenances, in the said County of *T.* and also the several Seigniories and Fees of *B.* and *E.* &c. with the Appurtenances in the said County of *T.* with all their and every of their Rights, Members and Appurtenances; And also all and singular the several Manors and Lordships of *E. V.* and also all the Suits, Seigniories, Services, Franchises, Liberties, Jurisdictions, Authorities, Privileges, Court-Leets and Perquisites of Courts and Leets, View of Frankpledge, and all that to it appertaineth; and also all other Royalties, Franchises and Liberties whatsoever, unto the said several Manors or Lordships, or any of them, or any Part or Parcel of them, and all that which to View of Frankpledge

Frankpledge belongeth, or in any wise appertaineth; together with all and singular their and every of their Appurtenances, in the said County of *T.* and also the several Manors and Lordships of *D. L.* in the County of *N.* and also all Advowsons, Suits, Seigniories, Services, Franchises, Liberties, Jurisdictions, Authorities, Privileges, Court-Leets, and Perquisites of Courts and Leets, View of Frankpledge, and all that which to Frankpledge appertaineth, and all other Royalties whatsoever, unto the said several Manors or Lordships, or any of them, or any Part or Parcel of them, belonging, or in any wise appertaining, with all and singular their and every of their Appurtenances; and also the Manor of *H.* with all and singular the Appurtenances, in the said County of *B.* and also the Manor of *W.* with all and singular the Appurtenances in the said County of *D.* and also all Suits, Seigniories, Services, Franchises, Liberties, Jurisdictions, Authorities, Privileges, Court-Leets, and Perquisites of Courts and Leets, View of Frankpledge, and all that which to View of Frankpledge appertaineth, and all other Royalties whatsoever, unto the said several Manors or Lordships of *H.* and *W.* or either of them, or any Part or Parcel thereof belonging, or in any wise appertaining, with all and singular their and either of their Appurtenances, and also the Park or Soil, and Grounds therein, and of all the Demefne Lands of *E.* aforesaid, with the Appurtenances, in the said County of *T.* And also of and in all those his Farms, Free Messuages, Burgages, Lands, Tenements, Woods, Under-woods, Meadows, Pastures, Rents, Reversions, Services, Fishings, Coal-Mines, Lead-Mines, Stone-Quarries and Hereditaments whatsoever, with all and singular their and every of their Appurtenances, set, lying and being, &c. and every or any of them, in the said several Counties of *T. N. D.* and *B.* aforesaid, or any of them. And also all those his Messuages, Burgages, Lands, Tenements, Rents, Reversions, Services, Free Fishings and Hereditaments, with all and singular their Appurtenances, lying and being within the County of the City of *T.* And also all the Free Fishings at *O.* aforesaid, in the said Water or River of *T.* in the said County of *T.* And also the Advowsons and Patronage of the Rectory and Parish Church of *H.* aforesaid, in the said County of *B.* and also the several Advowsons or Patronage of the several Rectories and Parsonages of *L.* and *E.* in the said County of *N.* and also the Advowson or Patronage of the Moiety of the Rectory and Parsonage of *B.* in the said City of *T.* And it is further covenanted, granted and agreed, by and between all the said Parties to these Presents, for them and their Heirs, that the said several Fines so before covenanted to be had, acknowledged and levied as is aforesaid, and all and every other Fine, Conveyance and Assurance then before had, made, levied or executed, by or between the said Parties to these Presents, any every or and of them, and the full Force and Effect of them, and every of them, of, for and concerning the Premises, or any Part thereof, shall be, and shall be adjudged, esteemed, and taken to be; and also that the said *H. S.* and *J. M.* and their Heirs, and all and every other Person and Persons, then standing and being seised, as for and concerning the said Manors of *E. F.* and *B.* with the Appurtenances in the said County of *T.* and also of *L. S. B.* and *E.* with the Appurtenances, in the said County of *N.* and for and concerning the Manor of *H.* with the Appurtenances, in the said County of *B.* and also for and concerning the several Advowsons of the Rectories, Parsonages and Churches of *L.* and *E.* all Suits, Seigniories in the said County of *N.* and of *H.* aforesaid in the said County of *B.* and also all Services, Liberties, Jurisdictions, Authorities, Privileges, for and concerning Court-Leets, Perquisites of Courts and Leets, View of Frankpledge, and all that which to View of Frankpledge appertaineth, and all other Royalties whatsoever unto the said several Manors or Lordships last before mentioned, or any of them, or any Part or Parcel thereof, belonging or appertaining; and also for and concerning all Messuages, Meases, Burgages, Lands, Tenements, Meadows, Pastures, Feedings, Woods, Under-woods, Rents, Reversions, Services, Free Fishings, Coal-Mines, Lead-Mines, Stone-Quarries and Hereditaments, with the Appurtenances in *E.* aforesaid, with all and singular the Appurtenances; **To the only Use** and Behoof of them the said *H. S.* and *J. M.* and of their Heirs, and of the Survivor of them and his Heirs, for and during and until such Time only, as several Recoveries shall be, or otherwise may be had and prosecuted by the said *R. L.* and *G. L.* or the Survivor of them and his Heirs, of and for the said last recited Manors, Advowsons and Premises, with the Appurtenances, and to that Intent and Purpose only, that the said *H. S.* and *J. M.* or the Survivor of them, may become perfect Tenants, or Tenant of the Freehold of the Premises, so as several Recoveries, as the Case shall require, may be had and prosecuted by them the said *R. L.* and *G. L.* or by the Survivor of them, as is aforesaid, according to the usual Order and Course of common Recoveries for Assurances of Lands, Tenements and Hereditaments, in such Cases used and accustomed of, for and upon all and singular the said Manors of *E.* aforesaid, with the Appurtenances, and also of the Advowsons and Patronages of the said Churches of *L. E.* and *H.* aforesaid, and also of all Suits, Seigniories, Lands, Tenements, Meadows, Feedings, Pastures, Woods, Under-woods, Rents, Reversions, Services, Franchises, Liberties, Jurisdictions, Authorities,

Declaration of
Uses, &c.

Privileges, Court-Leets, Perquisites of Courts and Leets, View of Frankpledge, and all that which to View of Frankpledge appertaineth, Royalties, and other the Premises, unto the said last recited Manors, or any of them belonging; and of all other the said Messuages, Burgages, Lands, Tenements, Hereditaments and Premises, with the Appurtenances in *E. &c.* aforesaid, to the several Uses, Intents, Limitations and Provisoos, and Conditions hereafter in these Presents limited, expressed, declared or intended, of, for and concerning the same, and to no other Use, Intent, Purpose or Meaning whatsoever. **And** for the better, full and plain Declaration of the Use, Uses, Intents, Purpose and Meaning of the said several Fines and Recoveries so before covenanted, intended, or mentioned to be had, acknowledged, levied or suffered of the said Honours, Castles, Manors, Messuages, Burgages, Lands, Tenements, Fees, Franchises, Free Fishings, Advowsons, and other Hereditaments aforesaid; it is covenanted, granted, concluded, condescended, and fully agreed, by and between all and every the said Parties to these present Indentures, for them and every of them, and for their and every of their Heirs, that the said several Fines and Recoveries so before covenanted, meant or intended to be had, levied, acknowledged and suffered of the said Premises, as aforesaid, shall be; and also, that they the said *R. L.* and *S. L.* and their Heirs, and the Survivor of them and his Heirs, of, for and concerning such, and so much of the said Honours, Castles, Manors, Messuages, Lands, Tenements, Free Fishings, Advowsons, Patronages, Franchises, Fees, Liberties and Hereditaments, whereof the said Recoveries are before mentioned or intended to be suffered, as aforesaid, from and immediately after the Time of the suffering of the said Recoveries; and likewise also that they the said *H. S.* and *J. M.* and their Heirs, and the Survivor of them, and his Heirs, of, for and concerning all the Rest and Residue of the said Honours, Castles, Manors, Franchises, Fees, Liberties, Messuages, Lands, Tenements, Free Fishings, Advowsons, Patronages and Hereditaments, other than the same, whereof the said Recoveries are before mentioned, meant or intended to be suffered, as aforesaid, from and immediately after the Knowledge and Levying of the said several Fines, so before in and by these Presents covenanted to be levied, as aforesaid, shall stand continued and be seized to such Uses, Intents, Purposes, Conditions, Limitations, Provisoos, Matters, Agreements and Things, as hereafter in these Presents are expressed, appointed, limited and declared, and to no other Uses, Intents, Purposes or Meanings in any wise, that is to say, **Of for and concerning** all and singular the said Manors, Lordships and Seigniories, of *W. &c.* in the said several Counties of *Y.* and *D.* and also of and in the said Manor of *H.* with the Appurtenances in the said County of *B.* (the Woods and the Soil thereof, and the Patronage and Advowson of the Rectory and Parsonage of *H.* aforesaid, only excepted), and also of and in all Suits, Seigniories, Franchises, Liberties, Jurisdictions, Authorities, Privileges, Courts, Leets, Perquisites of Courts and Leets, View of Frankpledge, and all that which to View of Frankpledge appertaineth, and all other Royalties, Profits, Commodities and Hereditaments whatsoever unto the said several Manors, lastly recited, or any of them, or any Part or Parcel of them, belonging or in any wise appertaining (except before excepted), and also of and in all and singular Messuages, Houses, Edifices; **To the Use, &c.** of the said Sir *T. S.* Knight Son and Heir apparent of the said *H. Lord S.* and of the Lady *P.* for and during the Term of their natural Lives, and of the Life of the longer Liver of them, for and in Recompence of Parcel of the Jointure of the said *L. P.* without Impeachment of Waste, only during the Term of the natural Life of the said Sir *T. S.* and from and immediately after the natural Death and Decease of the said Sir *T. S.* and the Lady *P.* and of the Survivor and longer Liver of them, **To the Use** and Behoof of the said *H. Lord S.* and his Assigns, for and during the Term of his natural Life, without Impeachment of Waste, and from and immediately after the natural Death and Decease of the said Sir *T. S.* and the Lady *P.* and likewise after the Death of the said *H. Lord S.* **To the Use** and Behoof of *E. S.* Son and Heir apparent of the said Sir *T. S.* and of the Heirs Male of the Body of the said *E.* lawfully begotten, or to be begotten; **and so to the tenth Son**; and for Default of such Issue, to the Use, &c. of all and every the Sons of the Body of the said Sir *T. S.* to be lawfully begotten, successively one after another, as they shall be born, and shall be in Seniority of Age, and the Heirs Male of their several Bodies, to be lawfully begotten, &c. and for Default of such Issue, to the Use and Behoof of the right Heirs of the said *H. Lord S.* for ever. **And also** of and in all and singular the several Manors, Lordships and Seigniories, &c. of *T.* aforesaid, in the said several Counties of *Y.* and *N.* and also of and in all Sites, Seigniories, Services, &c. and all other Royalties, Profits, Commodities and Hereditaments whatsoever, unto the said several Manors, or any of them, or any Part or Parcel thereof, belonging or in any wise appertaining; and also of and in all and singular Messuages, Houses, &c. and other Lands, Tenements, Rents, Reversions, Services, Woods, Underwoods and Hereditaments whatsoever, with all and singular their Appurtenances, set, situate, lying and being within the Manors, Towns, Townships, Parishes, Fields and Hamlets, or Territories of *T. &c.* And also of and in the Patronages and Advowsons of the Churches, Rectories

Rectories and Parsonages of *L.* and *E.* aforesaid, or any of them, in which the said last recited Premises are Parcel of the said Honours, Castles, Messuages, Lands and Premises, whereof the said several Fines are before covenanted to be levied, as aforesaid; **To the Use** and Behoof of him the said *H. Lord S.* and his Assigns, for and during the Term of the natural Life of the said *H. Lord S.* without Impeachment of any Manner of Waste; and from, by, and immediately after the natural Death and Decease of the said *H. Lord S.* **To the Use** and Behoof of the Lady *M. S.* now Wife of the said *H. Lord S.* and her Assigns, for and during the Term of the natural Life of her the said Lady *M. S.* without Impeachment of Waste, only in and for any Woods, Underwoods and Timber-Trees, standing, growing or being, or which at any Time hereafter shall stand, grow or be, of, in or upon the Premises mentioned, or any Part thereof, for and in Satisfaction and Recompence of Part of the Jointure or Dower of the said Lady *M. S.* **And likewise also** of and in all and singular the several Manors, Lordships and Seigniories of *V. &c.* with the Appurtenances, in the said County of *T.* and also of and in all Sites, Seigniories, Services, Franchises, Liberties, Jurisdications, Authorities, Privileges, Court-Leets and Perquisites of Courts and Leets, View of Frankpledge, and all that which to View of Frankpledge appertaineth; and of all other Royalties and Hereditaments whatsoever, unto the said several Manors, or any of them, or any Part or Parcel of them, or any of them belonging, or in any wise appertaining; and also of and in all those Messuages and Tenements, with the Appurtenances, sit, lying and being in *O.* aforesaid; and also of, and in certain Messuages, Meads, Lands, Tenements and Hereditaments, with the Appurtenances in *R. S.* and *S.* in the County of the City of *T.* aforesaid; and also of and in the Free-Fishing in the said Water or River of *T.* at *O.* aforesaid; **To the Use** and Behoof of the said *H. Lord S. &c.* And likewise also of and in the Rest and Residue of the said Honours, Castles, Manors, Lordships, Franchises, Fees, Liberties, Parks, Chases, Messuages, Lands, Tenements, Advowsons and Hereditaments, and of all other the Premises, with all and singular their Appurtenances, whereof the said several Fines are before in and by these Presents covenanted to be levied, as aforesaid, and whereof no Use is before in these Presents limited and appointed, to the Use and Behoof of him the said *H. Lord S. &c.* **Provided always,** and it is fully concluded, condescended unto, granted and agreed, by and between all and every the said Parties to these Presents, for them and every of them, and for their and every of their Heirs, and the true Intent and Meaning of these Presents is, notwithstanding any Limitation of the Use or Uses aforesaid, that if it shall hereafter happen, the said *H. Lord S.* or the said *T. S.* and *E. S.* Esq; or the said *H. S.* the Son, or any of them, or any of the said Sons, or Issue Male of the several Bodies of them or any of them inheritable, or which shall be inheritable of the said Premises, by Force of these Presents, and of the Uses therein limited and expressed, to die and depart this World, the Wife or Wives of them, or any of them being with Child, or conceived with Child, at or before the Time of his or their Death, of or with any such Son or Sons, or Issue Male, as by the true Intent and Meaning of these Presents, or of any the Limitations or Declarations of the Use or Uses aforesaid, should or ought, after the Decease of his or their Father, to have had any Estate or Use of or in the Premises, or any Part thereof, if such Son or Sons, or Issue Male had been born in the Life-time of his or their Father; that then, from and after the Birth of every such Son or Sons, or Issue Male, the said several Fines and Recoveries, covenanted or mentioned to be had, levied, acknowledged, or suffered of the said Premises, as aforesaid, shall be, and shall be adjudged, construed, and taken to be; And also, that they the said *H. S. J. M.* and *G. L.* and their Heirs, and the Survivor of them, and his Heirs, shall stand, continue, and be seised of all and singular the said Honours, Castles, Manors, Fees, Parks, Chases, Messuages, Lands, Tenements, Rents, Reversions, Advowsons, Services and Hereditaments, and every Part and Parcel thereof, or of and in so much of the said Honours, Castles, Manors, Fees, Parks, Chases, Messuages, Lands, Tenements, and of all other the said Hereditaments; as whereof or wherein every or any such Son or Sons, or Issue Male so to be born, shall or ought, by the true Intent and Meaning of the Limitations or Declarations of the Use and Uses aforesaid, or any of them, after the Death of his or their Father, to have had any Estate or Use in the same, if such Son or Sons, or Issue Male had been born in the Life-time of his or their said Father, to and for the Use of every such Son and Sons, or Issue Male, so to be born, as is aforesaid; and that of and under such Estate, Degree, Order, Course, Place, Quality, Condition and Limitation, in all and every Respect, and to all Intents and Purposes, as if every such Son, Sons, or Issue Male had been born in the Life-time or Lives of his or their said Father, to and for the Use of every such Son and Sons, or Issue Male, so to be born, as is aforesaid; and that of and under such Estate, Degree, Order, Course, Place, Quality, Condition and Limitation, in all and every Respect, and to all Intents and Purposes, as if every such Son, Sons, or Issue Male had been in the Life-time or Lives of his or their said Father, and with such Remainder and Limitations over in Use, as

Proviso for
Children in
 ventre, &c.

Power to
make Join-
tures.

is before in or by these Presents declared, limited or expressed. **Provided always**, and it is fully concluded, condescended unto, limited and agreed, by and between the said Parties to these present Indentures, for them and their Heirs, that it shall and may be lawful to and for the said *H. Lord S.* at any Time or Times hereafter, during his Life, to grant, convey, assure, limit or appoint by his Deed or Deeds indented, sealed and delivered in the Presence of three lawful and credible Persons at the least, all and singular the said Honours, Castles, Manors, Lordships, Rectories, Parsonages, Lands, Tenements, Rents, Reversions, Services, Profits, Hereditaments, and other the said Premises, with the Appurtenances, or any Part or Parcel thereof, or the Use or Possession of the same, or any Part or Parcel of the same, to or for any Woman or Women, whom the said *H. Lord S.* shall hereafter marry, or to whom the said *T. S. E. S. H. S.* or any Heir Male or Issue, then next to be inheritable of the said Premises, or any Part thereof, by Force of these Presents, and of the Limitations and Uses thereof expressed, limited or appointed, or any of them; or any Heir apparent of such said Heir Male or Issue, then next to be inheritable, as aforesaid, shall hereafter lawfully espouse, marry or take to his or their Wife or Wives, for and during only the Term or Terms of the natural Life or Lives of such Woman or Women for and in the Name, or in and for the Augmentation of the Jointure of such Woman or Women, Wife or Wives: **And further also**, that in like Manner, it shall and may be lawful to and for the said *H. Lord S. T. S.* and also to and for the said *H. S.* the Son, and for all and every the said Sons and Issue Male or Female of the several Bodies of the said *T. S. E. S.* and *H. S.* and to and for every of the Issue Male and Female of the several Bodies of the said several Sons and Issue Male aforesaid, being seised of the Premises, or any Part thereof, in his or their Demesne as of Freehold or Fee-Tail by Force of any the Uses or Limitations herein before expressed, by his, their, or any of their Deed or Deeds indented, or by his, their, or any of their said last Will and Testament in Writing, as shall be sealed and subscribed with his or their, or any of their Hand or Hands, and pronounced and affirmed in the Presence of three or more lawful Witnesses, to be his or their last Will, to make any Demise or Demises, Lease or Leases, Devise or Devises, of such of the said Premises, or of such Part thereof, whereof they the said *H. Lord S. T. S. E. S.* or *H. S.* the Son, or any of the said Sons, Issue or Issues, Male or Female, or any of them, shall then be seised of, in actual and real Possession (other than of the Castle of *B.* the Park of *B.* those Lands and Grounds now known, named, used and occupied, as the Demesne Land, of and to the said Castle of *B.* and the Lead-Mines and Coal-Mines, being within the several Manors of *B.* and *P.* aforesaid, or any of them) to any Person or Persons; **To have and to hold** the same from and after the Time of the making such Deed or Deeds, Lease or Leases, Devise or Devises, or any of them, to any Person or Persons, for and during the Term of eighty Years, or of any lesser Term of Years, and not above, so as the same Lease or Leases, Devise or Devises, be not made to be without Impeachment of Waste, by any special Covenant, Clause or Matter for that Purpose, to be contained with any such Deed or Deeds, or last Will and Testament, and so as the same be made in such Sort, as that the same do or shall end, determine or expire, by or upon the Death of any one Person, or of two Persons, or of three Persons at most, or otherwise, from and after the Time of the making of such Deed or Deeds, or last Will and Testament, for and during the Term or Terms of twenty-one Years at most, or for any lesser Term of Years, and not above, from the Time of the making of such Deed or Deeds, or last Will and Testament; and so that in and upon every such Demise or Demises, Lease or Leases, Devise or Devises, to be made for twenty Years or under, determinable upon the Death of one, two or three Persons, as is aforesaid, there be reserved and limited to be paid yearly, during such Term or Terms, to such Person or Persons for the Time being, to whom the immediate Freehold of the Things so to be demised, letten or devised, by the Intent and true Meaning of these Presents, shall from Time to Time, during the Continuance of such Term or Terms appertain, such yearly Rent or Rents and other Sureties, Boons, Customs, Averages and Services or more, as are at this present yearly answered, paid or done, for the said Premises, by the now Tenants, Farmers or Occupiers of the same: **And further also**, that it shall and may be likewise lawful to and for the said *T. S. E. S.* his Son and Heir apparent, and the said *H. S.* and also to and for every or any of the Son or Sons, Heirs Male, or Issue Male, of the several Bodies of the said *S. E. S. H.* his said Son, and of *H. S.* the Son, and to and for every the said Sons and Issue Male of the several Bodies of the said Sons and Issue Male, as is aforesaid, being then seised in their or any of their Demesne as of Freehold or in Tail, by Force of any the Uses or Limitations herein before expressed, of or in any of the said Lands, Tenements and Hereditaments, herein before expressed, or of any Part thereof, in or by his, their, or any of their Deed or Deeds indented, by him or them to be sealed and subscribed, and in the Presence of two or more lawful and credible Witnesses at the least, or by his last Will, &c. by him or them pronounced or affirmed to be his or their last Will, to appoint, limit,

Provision for
Sons Wives.

limit, give or devise, any Part of such and so much of the said Honours, Castles, Manors, Lordships, Advowsons, Parsonages, Messuages, Lands, Tenements, and all other the said Premises, with all and singular their Appurtenances, as he or they shall then so stand and be seised of, as is aforesaid, not exceeding in ancient yearly Value or Rent, the Sum of 400 *l.* by the Year, of, to or for any Woman or Women, which they or any of them shall at any Time or Times hereafter lawfully espouse, marry or take to his, their, or any of their Wife or Wives, or which shall be married to the Son and Heir apparent of any such Son or Issue Male, and who then shall stand and be thereof seised, as before is mentioned, for her or their Jointure or Dower, during the Natural Life and Lives only of such Woman or Women, so as the said Gift, Devise, Limitation or Appointment for Jointure or Jointures, be not made to be without Impeachment of Waste by any special Covenant, Clause or Matter for that Purpose, to be contained in any such Deed or Deeds, or last Will: **And further also**, that it shall and may likewise be lawful to and for the said *T. S.* his said Son and Heir apparent, and to the said *H. S.* the Son, and also to and for every of the said Son or Sons, Heir Male or Issue Male of the said several Bodies of the said *T. S. E. S.* his said Son and Heir apparent, and of *H. S.* his Son, and to and for every of the said Issue Male of the several Bodies of the said several Sons and Issue Male, having, as is aforesaid, the lawful, actual and real Possession, of the Freehold of the said Premises, or of any Part thereof, likewise in or by his or their, or any of their Deed or Deeds indented, by him or them to be sealed and subscribed in the Presence of two or more lawful Witnesses, or in or by his or their last Will and Testament in Writing, by him or them to be sealed or subscribed, and in the Presence of two or more lawful Witnesses, by him, them, or any of them, pronounced and affirmed to be his or their last Will, to appoint, limit, give, or devise, all or any Part of such and so much of the said Honours, Castles, Manors, Lordships, Advowsons, Messuages, Lands, Tenements, and of all other the said Premises, with all and singular their Appurtenances, as he or they, or such of them, so making such Deed, or last Will, shall then be seised of and Estate of Freehold, or in Tail, as before is expressed, to or for every or any of the younger Son or Sons of them, or any of them, as to such Person, so making such Deed or last Will, shall be thought meet or convenient (other than of the said Castle of *B. Park* of *B.* and the Manors of *R. W.* and *R.* in the said County of *Y.* and all the Farms, Messuages, Burgages, Lands, Tenements, Woods, Underwoods, Meadows, Pastures, Rents, Reversions, Services, Coal-Mines, Lead-Mines, Stone-Quarries, and Hereditaments whatsoever, all and singular their and every of their Appurtenances, set, lying, or being in *B. &c.* and every or any of them) for the better Livelihood, Maintenance, Education, and Preferment of such said younger Son or Sons, or to any Person or Persons, to the Use and Uses of such said younger Son or Sons for and during the Term of the natural Life and Lives of such said younger Son and Sons only, and not for and longer Time or Term; so that the same Premises or such Part thereof as shall be so devised, granted, limited or appointed by such Deed or Will to such said younger Son or Sons, as is aforesaid, shall not or do not exceed and amount in yearly Revenues, Profits and Rent of, &c. by the Year, for every or any such said younger Son or Sons, or any of them, such of them, as to whom or to whose Use such Devise, Limitation or Appointment, so to be made to such said younger Son or Sons, as is aforesaid, severally to every or any such said Son or Sons, and not jointly one with another; and so that every such Gift, Devise, Limitation or Appointment so to be made to such said younger Son or Son, as aforesaid, and the Estate so thereof and therein to be given, granted, devised, limited or appointed, shall expire and end upon the Death of such said younger Son only to whom or to whose Use such said Grant, Devise, Limitation or Appointment shall be so made, as is aforesaid; and so as also such and every or any such said Gift, Devise, Limitation or Appointment, for such said younger Son or Sons aforesaid, be not made to be without Impeachment of Waste, by any special Covenant, Clause or Matter for that Purpose, to be contained in any such Deed or Deeds, or last Will; and so as also the said Devise, Limitation or Appointment, shall be no Incumbrance of the Lands, Tenements or Hereditaments, before limited for the Jointure of the said Lady *P.* or any Part thereof, or of such Lands and Tenements, as shall demised, devised or leased, according to the Form and Effect of these Presents, or otherwise conveyed or assured in Lease, as before is mentioned: **And it is further** also fully covenanted, granted, concluded, condescended unto, limited and agreed, by and between the said Parties to these present Indentures, for them and their Heirs, that if it shall happen or fortune at any Time or Times hereafter, the said *T. S. E. S.* his said Son and Heir apparent, or the said *H. S.* the Son or any the Son or Sons, Heirs Male, or Issue Male of the several Bodies of the said *T. S. H. S.* or of the said *H. S.* the Son or any the said Issue Male of the several Bodies of the said *H. Lord S.* or of the several Sons and Issues Male aforesaid, being then seised of the Premises, or of any Part thereof in his Demesne as of Fee-Tail, or in his Demesne as of Freehold, by Force of any of the Uses or Limitations before expressed, or any of them, and having Issue

Liberties to
grant An-
nuities to
younger Sons.

Proviso for
Daughters
unpreferred.

Limitations.

Proviso for
further Uses.

one only Daughter, and no more, of his or their Body or Bodies lawfully begotten, and which at the Time of his or their Death shall be unpreferred, and not sufficiently advanced in Marriage by her said Father, or otherwise, to have two or more Daughters of his or their Bodies likewise lawfully begotten, and which at the Time of his or their Death shall be unpreferred, and unadvanced in Marriage by their said Father, as is aforesaid; that then it shall and may be likewise lawful to and for T. S. E. S. his said Son, and the said H. S. and also to and for every or any other of the said Son or Sons, Heirs Male, or Issue Male of their or any of their several Bodies, and to and for every of the said Issues Male of the several Bodies of the said several Sons and Issues Male, being then seised of the Premises, or of any Part thereof, in his or their Demesne as of Freehold or Fee-Tail, by Force of any of the Uses or Limitations herein before expressed, in like Manner, in or by his or their, or any of their Deed or Deeds indented, by him or them to be sealed and subscribed in the Presence of two or more lawful Witnesses, or by his or their last Will and Testament in Writing, by him or them to be sealed and subscribed, and in the Presence of two or more lawful Witnesses, by him, them, or any of them, to be pronounced or affirmed to be his or their last Will, to appoint, limit, give, devise, and demise such and so much of the said Honours, Castles, Manors, Lordships, Advowsons, Messuages, Lands, Tenements, and all other the Premises, with all and singular their Appurtenances, whereof he or they, or such of them so making such Deed, or last Will, shall be then seised, as is aforesaid, to or for every or any such Daughter or Daughters or such of them as shall be so seised, as before is mentioned, and shall so make such Deed or last Will as aforesaid not exceeding the ancient Rate and yearly Value of 200*l.* by the Year, other than of the Castle of B. and of all the said Farms, Messuages, &c. for any other Person or Persons to the Use or Uses of such said Daughter or Daughters, for their or any of their better Livelihood, Maintenance, Education, and Preferment in Marriage, for and during such Time and Term, and until such Time and Term as such said Daughter or Daughters, or other Person or Persons, to her or their or any of their Uses, to whom such Grant, Devise, Limitation, Demise, or Appointment shall be so had or made as is aforesaid, or may or otherwise without Fraud, Covin or Collusion, might have lawfully (of the Rents, Issues, and Profits yearly coming, growing, arising, or renewing of the said Premises, so to be given, granted, demised, devised, limited or appointed, or of such Fines or other Casualties as shall or may without Fraud or Covin be received to or for the Occupation or enjoying thereof, or any Part thereof) received, perceived and taken, and such Sum and Sums of Money, as shall or otherwise might suffice to content, satisfy and pay unto such said one sole Daughter, if there be no more, of him or them, which shall or may by the true Meaning of these present Indentures, and of the Uses therein limited and appointed, make such said Gift, Grant, Demise, Devise, Limitation or Appointment, at the Time of his or their Death to be living and not married, nor otherwise sufficiently preferred, as aforesaid, the whole and just Sum of 1000*l.* of good, &c. for and towards the Education, Livelihood, Maintenance and Preferment in Marriage, as is aforesaid, of the same sole and only Daughter; and if there happen to be more than one, then for and until such said Daughters, or such other Person or Persons, to whom any such Grant, Demise, Limitation, Devise or Appointment, shall be so had or made, to the Use of such said Daughters, or any of them, as is aforesaid, shall or may, or without Fraud, Covin, or Collusion, might have lawfully (of the Rents, Issues and Profits yearly coming, growing, arising, or renewing, of or in the said Premises, so to be given, granted, demised, devised, limited or appointed for that Purpose or Intent) received, perceived and taken such Sum and Sums of Money, as may, or otherwise (over and above all Charges and Reprises) might suffice to content, satisfy and pay unto such said Daughters of him, or them, which shall or may be the true Meaning of these present Indentures, and of the Uses therein limited and appointed, making such said Grant, Demise, Limitation or Appointment; and having more than one Daughter at the Time of his or their Death to be living and not married, nor otherwise sufficiently preferred, as is aforesaid, viz. to either and every of them the whole and just Sum of, &c. for and towards their and every of their Education, Livelihood, Maintenance and Preferment in Marriage, or otherwise, as aforesaid; so as the said Gift, Devise, Limitation or Appointment be no Incumbrances to or for the Lands, Tenements or Hereditaments, before limited or appointed to or for the Jointure of the said Lady P. or of any Part or Parcel thereof, or of any Lands, Tenements or Hereditaments to be demised, devised or leased, according to the Form and Effect of these Presents, for or concerning the same Devises, Leases or Grants, or any of them: **And** for the further Security and Sure-making of all and singular, &c. and every Part thereof, to be demised or letten, according to the true Intent and Meaning of these present Indentures; It is further granted, condescended unto, and fully agreed by and between all and every the said Parties to these Presents, for them and their Heirs, and every of the said Parties doth covenant, grant, conclude and agree to and with the other of them, their Heirs, Executors and Administrators, and every of them

them by these Presents, that the said several Fines and Recoveries so before in and by these Presents covenanted, mentioned, intended, meant or specified to be had, made, acknowledged, levied or suffered of the Premises, and of every or any Part or Parcel thereof, shall be adjudged, construed and taken to be; and also that they the said *H. S. J. M. R. L. G. L.* and their Heirs, and the Survivor and Survivors of them, his and their and every of their Heirs, shall stand and be seised of, for, and concerning such and so much of the said Manors, Lands, Tenements and other Premises, as shall be so demised, letten or devised, as is aforesaid, by them the said *T. S. E. S.* his said Son, and *H. S.* the Son, or any of the said Son or Sons, Heirs Male or Issues Male, of the several Bodies of the said *T. S. E. S.* and *H. S.* or any of the said Issue Male of the several Bodies of the said several Sons and Issues Male, being then at the Time of such said Demise, Grant, Limitation or Appointment, to be had or made as before mentioned, seised in their or any of their Demesne as of Freehold or Fee Tail, by Force of any the Uses, Limitations or Estates herein before mentioned, to the Use of all such and so many of the Person and Persons aforesaid, and of their Executors, Administrators and Assigns, to whom such Demise or Demises, Lease or Leases, Devise or Devises, for any such Term or Terms of Years shall be made, according to the Intent and true Meaning of every such Demise, Lease or Devise so thereof to be made, in such Sort as shall be limited, specified or meant, in or by such Demise, Lease or Devise, for the Person or Persons to whom such Demise, Lease or Devise shall be made, and for the Executors, Administrators and Assigns of them and every of them; **To have and to hold** and enjoy the Things to him or them so to be demised, leased or devised, for and during only such and so long Time, or the Term or Terms for the which such Demise or Demises, Lease or Leases, Devise or Devises, shall be had or made, as is aforesaid; so as every such Person or Persons, to whom such Demise or Demises, Lease or Leases, Devise or Devises shall be so made, and his and their Executors, Administrators and Assigns, having sufficient Notice and Knowledge to whom the same by the true Intent and Meaning of these Presents shall of Right belong and appertain, shall well and truly pay, or cause to be paid, to such Person or Persons for the Time being, to whom the next and immediate Reversion or Remainder of the Thing or Things to him or them so to be demised, letten or devised, shall during such Term or Terms appertain, the yearly Rent or Rents in or by such Demise, Lease or Devise, to be reserved, or mentioned to be reserved, at the Day in or by such Demise, Lease or Devise, according to the Reservation or Clause of Reservation therein to be contained, to be limited or appointed, according to the true Meaning of such Deed or Deeds, or last Will and Testament, in or by the which such Demise, Lease or Devise shall be made, or within one and twenty Days at the furthest, next after Demand made of and for the said Rent or Rents, or such Part thereof, as in Respect or by Reason of such Demise, Lease or Devise, Deed or Deeds, or last Will and Testament, then shall or ought to be due and payable: **And** that as for and concerning all and so much of the said Premises, as shall be by the said *H. Lord S. T. S. E. S.* and *H. S.* the Son, or any of the Issues Male of the several Bodies of the said several Sons and Issues Male, or any of them, limited, appointed, given, disposed or devised to or for the Jointure or Jointures of any such Woman or Women, for her or their Jointure, for Term of the natural Life of such Woman or Women; or to or for any such younger Son or Sons, Daughter or Daughters of such and every such of them, as by and according to the Intent and true Meaning of these present Indentures, and of the Uses and Limitations therein expressed, is or shall be paid, made, provided, limited or declared, or to or for any other Person or Persons, for their or any of their Uses, according to the Purport or true Meaning of such Deed or Deeds, or last Will and Testament, wherein or whereby such Limitation, Appointment, Gift or Devise, shall be had, made or specified, as aforesaid; and after the Decease of every such Woman or Women, younger Son or Sons, and after the Satisfaction of such several Sum and Sums of Money, as to the said Daughter or Daughters shall by the Intent and true Meaning of these Presents belong or appertain, and as the said Uses, Provisions and Limitations herein before expressed, by the true Meaning and Intent of these present Indentures, shall severally end and determine; then to the Use of such Person and Persons, as by the true Intents and Limitations, or of any of the Limitations in Use aforesaid, should or ought to have the same, if no such Limitation, Appointment, Gift or Devise, to or for them or any of them, had been so thereof had, made, limited or appointed in any wise; and of and for such Estate and Estates, and in such Order, Form, Course, Nature, Quality and Degree, and with such Remainder and Remainders thereof, over and by, and upon, and under such Provisoos and Limitation, as the same Person or Persons, by the true Intent and Meaning of these Presents, should and ought to have been or remained, if no such Limitation, Appointment, Gift or Devise, had been thereof had or made, to or for such Woman or Women, younger Son or Sons, Daughter or Daughters, as before in and by these present Indentures are limited and expressed: And the said *H. Lord S.* for and upon the Causes and Considerations aforesaid,

For Payment
of Rents.

For making
sure of Jointures and Annuities for
younger Sons
and Daughters.

That all Persons seised shall be to the Uses *supra*.

Provido, if the Grantor, or any the Issue Male be taken Prisoner, that they may sell certain Lands for the Ransom.

doth for himself and his Heirs, for the further Security and Sure-making of all and singular the Premises, to the several Uses aforesaid, and according to the true Intent and Meaning of these Presents, also covenant, grant and agree, to and with all and every the Parties to these present Indentures, and their Heirs; And it is also further covenanted, granted and agreed, by and between all and every the said Parties to these Presents, for them and their Heirs, and every of them, that he the said H. Lord S. his Heirs and Assigns, and all and every other Person and Persons and their Heirs, which from and after the said Feast of, &c. next coming, shall stand and be seised of all or any of the said Honours, Castles, Manors, Lordships, Seignories, Advowsons, Patronages, Messuages, Lands, Tenements, Hereditaments and other the said Premises, with the Appurtenances above mentioned, and every or any Part or Parcel thereof, and which before the said Feast of, &c. next coming after the Date hereof, shall not be well and sufficiently, by Fine or otherwise, conveyed and assured to the several Uses, Purposes and Intents before in these Presents mentioned, or whereof no such Fine or Fines, Recovery or Recoveries, as is aforesaid, shall be before the said Feast-Day of, &c. as aforesaid, had, levied, acknowledged and suffered, of and in every Part and Parcel thereof, according to the said Intent and true Meaning of these present Indentures, shall at all Time and Times, and from and after the Feast-Day, &c. for the Considerations herein before expressed, stand and be seised of and in the same, and every Part thereof, to the several Uses, Purposes and Intents, before in these Presents expressed, limited and appointed, and in such Sort, Manner, Form, Quality, Degree, Nature and Condition, and of and for, and of and in such Estate and Estates, and under, by and upon such Provisoes, Limitations and Authorities, and according to the true Intent and Meaning of these present Indentures, in such ample, large and beneficial Manner and Form to all Intents, Constructions and Purposes, as the same should or ought to have grown, been raised, or taken any Effect, in case the said several Fine and Fines, Recovery or Recoveries, so before in and by these Presents covenanted, mentioned, intended, or agreed, to be had, levied, acknowledged or suffered of the said Premises, had been had and executed, according as before in these Presents are mentioned or expressed:

Provided moreover, and it is also by the Presents further granted, concluded, conceded, licensed unto and fully agreed by and between all the said Parties to these present Indentures, for them and their Heirs, notwithstanding the Premises, and notwithstanding any Thing before in these Presents specified, that if it shall fortune at any Time or Times hereafter the said H. Lord S. the said T. S. the said E. S. or H. S. the Son, or any of the said Son or Sons, Heirs Male or Issue Male of the said several Bodies of them or any of them, or any of the said Issues Male of the several Bodies of the said several Sons and Issues Male, or any of them, being then seised of the Premises, or any Part thereof, in his or their Demesne as of Freehold or Fee-tail, by Force, Means or Virtue of any of the Uses, Limitations or Estates herein before expressed, at any Time or Times hereafter to be taken Captive or Prisoners in Time of War, or other Service of our Sovereign Lord the King's Majesty, his Heirs or Successors, and in Defence of his or their Highnesses Crown or Realm, by any Foreign or adverse Prince, Power or Force, that then, and at all Times from thenceforth, during such Captivity or Imprisonment, and before any full Ransom paid for his or their Delivery, if he the said H. Lord S. and the said T. S. E. S. and H. S. the Son, or any of the Son or Sons, Heirs Male or Issue Male of the several Bodies of them, or any of them, or any of the said Issues Male of the several Bodies of the said several Sons and Issues Male, or any of them, being then (as is aforesaid) seised of the said Premises, or of any Part or Parcel thereof, in his Demesne as of Freehold or Fee-Tail, and so being taken Captive and Prisoner as aforesaid, and for the Payment of his or their reasonable Ransom, or any Sum or Sums of Money, for his or their Delivery, shall or do, in or by his or their Deed or Deeds, Writing or Writings, acknowledged and inrolled in any of the Courts of Record of our said Sovereign Lord the King's Majesty, or his Heirs or Successors, at *Westminster*, or otherwise in or by his or their Deed or Deeds, Writing or Writings indented, by him or them to be sealed and subscribed in the Presence of two or more lawful and credible Witnesses, declare, limit or appoint, that all and every, or any the Use and Uses in these Presents limited or mentioned, of all or such of the said Honours, Castles, Manors, Lordships, Advowsons, Patronages, Lands, Tenements and Hereditaments, and other the said Premises before mentioned, with the Appurtenances, whereof such Person or Persons, so making such Declaration, Limitation or Appointment as aforesaid, shall then be actually seised in this Demesne as of Freehold, or in Fee-Tail, as before is mentioned, or any of them, or of any Part, Parcel or Member of them or any of them, in the whole not exceeding the yearly Value of two hundred Pounds, by the Year, other than of the said Castle of B. &c. and Hereditaments whatsoever, with all and singular their and every of their Appurtenances, set, lying and being in E. &c. and every or any of them, as is aforesaid; that then and from thenceforth, as well all and every such Use and Uses, and Limitations as are before in these Presents mentioned, and shall happen so to be declared, limited or appointed, to cease, or to be ended and determined, and all and every Estate and Estates, Interest and Interests, had, made, raised or

wrought, by Reason, Means or in Respect of these Presents, or of any the several Fines or Recoveries, Clauses or Articles above mentioned, or any of them, or otherwise, than for and concerning the said Leases and Jointures, provided, intended or limited to be had and made, as aforesaid, and either of them, shall cease and determine, and otherwise be meerly and utterly annihilated and made void, for and concerning such and so much of the said Honours, Castles, Manors, Messuages, Lands, Tenements and other the said Premises, and every Part thereof, whereof the said Use or Uses shall be so declared, limited or appointed to cease, or to be altered, avoided, ended and determined in Manner and Form aforesaid, and not otherwise: Saving and excepting such Use and Uses, Estate and Estates, Devise and Devises, Lease and Leases, Demise and Demises, Appointments or Limitations, or any Term or Terms of Year or Years, or for the Life or Lives of any Wife or Wives, Woman or Women, younger Son or Sons, Daughter or Daughters, as shall according to the true Intent of these Presents be made, limited or appointed by them the said *H. Lord S. T. S. E. S* and *H. S.* the Son, or any of the said Son or Sons, Heirs Male or Issue Male of their or any of their several Bodies, or by any of the said Issues Male of the several Bodies of such said Son or Sons, or Heirs Male, being then seised in his or their Demesne as of Fee-Tail or Freehold, of or in the said Premises as aforesaid, or of any Part or Parcel thereof: And that then and from thenceforth, the said several Fines and Recoveries so to be had, levied and suffered of the said Premises, whereof the Use or Uses aforesaid shall be so declared or appointed to cease, shall be and enure, and shall be adjudged, construed, and taken to be and enure. **And likewise**, that they the said *H. S. I. M. R. L.* and *G. L.* and their Heirs, and the Survivor and Survivors of them, and his and their Heirs, shall from thenceforth stand and be seised of such of the said Premises, whereof the Use or Uses aforesaid shall be so declared or appointed to cease, and of every or any Part or Parcel thereof, to the only Use and Behoof of such of them the said *H. Lord S. T. S. E. S.* and *H. S.* or any other Son or Sons, or Issue Male of their or any of their several Bodies, or any the Issue Male of the several Bodies of the said several Sons and Issue Male, as shall so then stand or be seised, in his or their Demesne as of Freehold or Fee-Tail, of or in the Premises, or any Part thereof, and shall so make such Declaration, Limitation or Appointment, for the ending and determining of the Uses before in these Presents limited, of the said last recited or mentioned Premises, their Heirs and Assigns for ever; to that Intent and Purpose only, that it shall and may be lawful to and for them or any of them, so being taken Captive and Prisoner, and making such Declaration, Limitation or Appointment, for the ceasing and ending of the said Uses, in Manner and Form aforesaid, and every or any of them; and also, that they or such of them as shall make any such Declaration or Appointment, for such Ending and Determining of the Uses aforesaid, to be had and made, as is aforesaid, shall have full Authority and Power, freely, clearly and absolutely to bargain, alien, sell and convey such and so much of the Premises, whereof he or they shall be then seised, as is aforesaid, not exceeding the Value of 200 *l.* by the Year (except lastly excepted) as whereof such Declaration, Limitation or Appointment, for the ending and determining of the Uses before in these Presents raised or limited, or any Part or Parcel thereof, shall be so had or made as aforesaid, or otherwise the Reversion or Reversions, Remainder or Remainders thereof, to any Person or Persons whatsoever, in Fee-simple, Fee-tail, or any other Estate whatsoever; saving and always excepting and reserving, that such said Bargain, Sale, Grant, Conveyance and other Assurance so thereof to be made for the Payment of such said Ransom or Sum, or Sums of Money, for the same Purpose or Intent, be not, or may not be adjudged, construed, or taken to be prejudicial or hurtful to any Estate or Estates, Demise or Demises, Lease and Leases, Devise and Devises, Appointment or Limitation of any Term of Years, or of Life or Lives of any Wife or Wives, Woman or Women, younger Son or Sons, Daughter or Daughters, as shall then before have been, according to the true Intent of these Presents, thereof made, limited or appointed to them or any of them in any wife. **Provided likewise**, and moreover it is by these Presents finally concluded, covenanted, granted, condescended unto and agreed by and between all the said Parties to these Presents, for them and their Heirs, notwithstanding the Limitations, Declarations and creating of the Use or Uses, in or by these Presents, as is aforesaid, **And** notwithstanding any Thing before in these Presents, that if the said *H. Lord S.* at any Time or Times hereafter, in or by his Deed or Deeds in Writing or Writings indented, acknowledged and inrolled in any of the Courts of Record of our Sovereign Lord the King's Majesty, his Heirs and Successors, declare, limit or appoint, that all and every the Use and Uses, or any of the Use and Uses, in these Presents before limited or mentioned, of all the said Honours, Castles, Manors, Lordships, Advowsons, Lands, Tenements and Hereditaments and other the Premises before mentioned, with their Appurtenances, or of any of them, or of any Part, Parcel, or Member of them, or any of them, shall cease, or in any Wife or Sort whatsoever be annihilated, altered, abridged, made void or determined, that then, and at all Times thenceforth, and so often, as

Revocation.

well all and every such Use and Uses so to be declared, limited or appointed to cease, or to be altered, abridged or made void and determined, and all and every Estate and Interest, Estates and Interests, had, made, raised or wrought, or to be had, made, raised or wrought, by Reason or in Respect of these Presents, or of any the several Fines, Recovery or Recoveries above mentioned, shall accordingly cease, determine and be annihilated, altered, abridged, made void and determined, for and concerning such and so much of the said Honours, Castles, Manors, Lordships, Advowsons, Messuages, Lands, Tenements, Rents, Reversions, Services and Hereditaments of all other the said Premises, whereof the said several Fines aforementioned, or covenanted to be levied, as aforesaid, whereof the said Use or Uses shall be so declared, limited or appointed to cease, or to be altered, abridged or made void and determined (saving and excepting such Use and Uses, Devise or Devises, Lease and Leases, Demise and Demises, Appointment or Limitation of any Term or Terms, as is or shall be made according to the Form and Effect of these Presents, by the said *H. Lord S.* and also such Use and Uses, Estate and Estates, as are appointed or limited by these Presents, for or during the natural Life of the said Lady *P.* as are before in and by these Presents, or at any Time shall then before be had, limited or appointed, to or for the said Jointure of the said Lady *P.*) And also, that the said several Fines and Recoveries so to be had, made, levied, acknowledged, suffered or executed by the said *H. Lord S.* and all and every other Fine and Fines, Conveyance and Conveyances to be had or made thereof, or of any Part thereof, shall be and shall be adjudged, construed and taken to be; And also, that they the said *H. S. I. M. R. L.* and *G. L.* and every of them, and the Survivor and Survivors of them, and every of them, and their and every of their Heirs and Assigns, and every of them, shall stand and be seised of and in such and so much of the said Honours, Castles, Manors, Lordships, Fees, Advowsons, Messuages, Lands, Tenements and Hereditaments, and of all other the said Premises, or of any of them, whereof the Use or Uses aforesaid, or any of them, or any such Use or Uses, as is aforesaid, shall be so declared, limited or appointed, to cease, or to be altered, abridged or made void and determined; to and for the only Use and Behoof of the said *H. Lord S.* and of his Heirs and Assigns for evermore, subject and charged always notwithstanding to and with such Lease and Leases, Demise and Demises, as the said *H. Lord S.* shall hereafter grant or limit to any Person or Persons, according to the Form and Effect of these Presents, and to and with the Uses, Interests and Estates before limited or meant, or intended to be, to and for the said Lady *P.* her Jointure, as is aforesaid. But yet notwithstanding, if at any Time or Times hereafter, the said *H. Lord S.* in or by his Deed or Deeds, Writing or Writings, acknowledged and inrolled in any Court of Record of our Sovereign Lord the King's Majesty, his Heirs or Successors, shall give, declare, dispose, limit or appoint all and singular the said Honours, Castles Manors, Lands, Tenements, Rents, Reversions and Hereditaments, and all other the said Premises, whereof the said several Fines are before covenanted to be levied as aforesaid, or any of the same, or any Part thereof, or any Use or Uses, Estate or Estates, Possession or Interest, of or in the said Honours, Castles, Manors, Messuages, Lands, Tenements and Hereditaments, and Premises, or of or in any Part thereof, to and for any Person or Persons, or in any Sort whatsoever: That then, and from thenceforth the said several Fine and Fines, Recovery and Recoveries, to be had, levied, acknowledged or suffered, by or for the said *H. Lord S.* and the said *H. S. I. M.* or by or for the Survivor and Survivors of them, shall be, and shall be adjudged, construed and taken to be, and also that they the said *H. S. I. M. R. L.* and *G. L.* and every of them, and the Survivor and Survivors of them, and their and every of their Heirs, shall stand and be seised for, and in such and so much of the said Honours, Castles, Manors, Lands, Tenements, Hereditaments and Premises, or of any of them, as of, for or concerning the which any such Gift, Disposition, Declaration, Limitation or Appointment, in or by such Deed or Deeds inrolled, shall be so had or made by the said *H. Lord S.* to and for such Use and Uses, and to the Use of such Person and Persons, and of and for such Estate and Estates, Interest and Interests, and in such Nature, Quality and Degree, and upon and under such Condition and Conditions, Limitations and Provisoos, and in such Sort, Manner and Form, as in or by such Deed or Deeds inrolled shall be of, for and concerning the same limited and appointed, declared or expressed by the said *H. Lord S.* whether the Uses, Estates, or any Use or Estate of, or in the Premises, or any Part thereof before, in and by these Presents mentioned, be in or by such Deed or Deeds inrolled, by any express Word, Matter or Thing contained therein, declared, limited or appointed to cease, or to be annihilated, altered, abridged, made void and determined, or not; and yet the said other Use and Uses, Estate and Estates, so to be disposed, declared, devised, limited or appointed, by the said *H. Lord S.* in or by such Deed or Deeds inrolled, to be notwithstanding, and always subject and charged to and with the Use and Uses, Interest and Estate before by these Presents, or at any Time before the making of these Presents, limited or meant, to or for the said Lady *P.* for her Jointure, as aforesaid, and to and with every such Lease and Leases,

Leases, as shall be made by the said Lord S. according to the Intent and true Meaning of these present Indentures; any Thing, Matter or Clause in these present Indentures contained to the contrary thereof in any wise notwithstanding. *In Witness whereof, &c.*

Settlements before Marriage. (a)

A Settlement by Lease and Release, in Consideration of a Marriage intended, of Lands, (which the Husband hath in Reversion after a Tenant for Life) to the Wife for her Jointure, with an Intail to the Issue between them.

THIS Indenture made the 7th Day of *August* 1715. Between *W. P.* of the City of, &c. in the County of *S. Gentleman*, of the one Part, and *J. F.* of *C.* in the said County of *S. Gentleman*, and *J. C.* of *S.* in the said County of *S. Gentleman*, of the other Part: **Whereas** a Marriage is intended, by the Grace of God, to be shortly had and solemnized between the said *W. P.* and *E. C.* of *C.* aforesaid, Widow, Sister of the said *J. F.* **Now this Indenture witnesseth**, That in Consideration of the said Marriage so to be had, and for the settling of a competent Jointure and Provision for the said *E. C.* out of the Lands and Hereditaments of the said *W. P.* in Case she shall survive him, in Bar of her Dower and Thirds at the Common Law, and for other Considerations him moving, **He** the said *W. P.* hath granted, released and confirmed, and by these Presents for him and his Heirs, **Doth** grant, release and confirm unto the said *J. F.* and *J. C.* their Heirs and Assigns, all that Farm, and all the Lands and Tenements, situate, lying and being in the Parishes, Fields, Villages and Hamlets of *C.* and *I.* in the said County of *S.* now or late in the Tenure or Occupation of *M. D.* Widow, or of *G. C.* her Under-Tenant, or either of them; and all Woods, Underwoods, Ways, Waters, Commons, Heaths, Wastes, Moors, Marshes and Profits, and Commodities whatsoever, to the said Farm and Premises belonging, or in any wise appertaining, and the Reversion and Reversions, Remainder and Remainders of all and singular the Premises, and of every Part and Parcel thereof, and all Rents, Services and Profits thereunto incident and belonging; of all which Premises hereby granted, or mentioned to be granted, the said *J. F.* and *J. C.* are now in full Possession, by Force and Virtue of a Bargain and Sale thereof to them made by the said *W. P.* for the Term of a Year from the first Day of this Instant *August*, by Indenture bearing Date the Day next before the Day of the Date hereof, and by Force and Virtue of the Statute for transferring Uses into Possession; and the said *W. P.* doth further by these Presents, for the Consideration aforesaid, grant, release and confirm unto the said *J. F.* and *J. C.* their Heirs and Assigns, all the Estate, Right, Title, Interest, Claim and Demand whatsoever, of him the said *W. P.* of, in and to the Premises, and every Part and Parcel thereof; **To have and to hold** the said Farm, Lands, Tenements, Hereditaments, and all and singular other the Premises hereby granted and released, or mentioned to be granted and released, with their and every of their Appurtenances, unto the said *J. F.* and *J. C.* their Heirs and Assigns, to the several Uses, Behoofs, Intents and Purposes herein after mentioned, expressed and declared, and to none other Use, Intent or Purpose whatsoever; that is to say, **To the Use** and Behoof of the said *W. P.* and his Heirs, until the said Marriage, and from and after the said Marriage had, then to the Use and Behoof of the said *W. P.* for and during the Term of his natural Life, without Impeachment of or for any Manner of Waste, and from and immediately after his Decease, to the Use and Behoof of the said *E. C.* for and during all the Term of her natural Life, for and in the Name of her Jointure, and in full Recompence, Lieu and Satisfaction of all the Dower which she may, or otherwise might have, claim or challenge in all or any the Lands, Tenements or Hereditaments of the said *W. P.* her intended Husband, and from and immediately after the Decease of the Survivor of them, the said *W.* and *E.* **To the Use** and Behoof of the first Son of the said *W. P.* on the Body of the said *E.* to be begotten, and the Heirs of the Body of such first Son lawfully to be begotten; and for Default of such Issue, to the Use and Behoof of the second Son of the said *W. P.* on the Body of the said *E.* to be begotten, and the Heirs of the Body of such second Son lawfully to be begotten; and for Default of such Issue, to the Use and Behoof of the third Son of the said *W. P.* on the Body of the said *E.* to be begotten, and the Heirs of the Body of such third Son lawfully to be begotten; and for Default of such Issue, to the Use and Behoof of the fourth, fifth, sixth, seventh, and all and every other the Son and Sons of the said *W. P.* on the Body of the said *E.* to be begotten, severally and successively one after another, in Order and Course as they shall be in Seniority of Age, and Priority of Birth, and the several Heirs of their several and respective Bodies lawfully to be begotten; the Elder of the said Sons and

(a) See Tit. *Wills*, p. 46, &c.

the Heirs of his Body being always preferred before the Younger of such Sons and the Heirs of his Body ; and for Default of such Issue, **To the Use** and Behoof of all and every the Daughter and Daughters of the said *W. P.* on the Body of the said *E.* to be begotten, as Tenants in Common, and not as Joint-tenants, and the Heirs of their several and respective Bodies lawfully to be begotten ; and for Default of such Issue, **To the Use** and Behoof of the right Heirs of the said *W. P.* for ever ; **And** the said *W. P.* for himself, his Heirs, Executors, Administrators and Assigns, and for every of them, doth covenant, promise and grant, to and with the said *J. F.* and *J. C.* their Heirs and Assigns, by these Presents, in Manner and Form following ; that is to say, that he the said *W. P.* at and immediately before the Sealing and Delivery of this present Indenture, is solely, lawfully, rightfully and absolutely seised of all and singular the said Farm, Lands, Tenements, Hereditaments and Premises, and of every Part and Parcel thereof, of a good, pure, absolute and indefeasible Estate of Inheritance in Fee simple, in Reversion or Remainder expectant immediately upon the Determination of the Estate, which *M. D.* Widow, hath therein, for and during the Term of her natural Life only, without Impeachment of or for any Manner of Waste, or subject or liable to any Condition, Contingent, Proviso, Limitation of Use or Uses, or other Restraint, Matter or Thing, to determine, alter or change the same ; and that he shall continue so seised thereof, and every Part and Parcel thereof, until a good, perfect and absolute Estate in Fee-simple shall be thereof vested in the said *J. F.* and *J. C.* their Heirs and Assigns, to the Uses, Intents and Purposes herein before mentioned, and according to the true Intent and Meaning of these Presents ; **And also** that he the said *W. P.* now hath good Right, lawful and absolute Power and Authority in himself to grant, assign, convey, settle and assure the said Farm, Lands, Tenements, Hereditaments and Premises hereby granted or mentioned to be granted, as aforesaid, and every Part and Parcel thereof, with the Appurtenances, unto the said *J. F.* and *J. C.* their Heirs and Assigns, to the Uses before mentioned, and in Manner and Form aforesaid ; **And also** that the same Premises, and every Part and Parcel thereof, with the Appurtenances, now are, and from henceforth for ever hereafter shall remain, continue, and be to the Uses, Intents and Purposes herein before mentioned, free and clear, and freely, clearly and absolutely acquitted, freed and discharged of and from all Manner of former and other Bargains, Sales, Gifts, Grants, Jointures, Dowers, Intails, Estates, Leases, Rights, Titles, Rents, Arrearages of Rents, Issues, Fines, Amerciaments, Judgments, Statutes, Recognizances, Charges, Troubles and Incumbrances whatsoever ; the Estate and Interest of the said *M. D.* in the said Farm and Premises, for and during the Term of her natural Life, only excepted ; **And that** he the said *W. P.* shall not do, or willingly suffer any Act or Thing, which may destroy or otherwise disturb or hinder the Rising of the contingent Uses herein before limited, or any of them. **And** the said *W. P.* for himself, his Heirs, Executors, Administrators and Assigns, and for every of them, doth further covenant, promise and grant to and with the said *J. F.* and *J. C.* their Heirs and Assigns, by these Presents, that he the said *W. P.* and all and every other Person and Persons whatsoever, having or lawfully claiming, or which shall or may at any Time or Times hereafter have, or lawfully claim, any Estate, Right, Title or Interest, of, in or to the Premises hereby granted or mentioned to be granted, or of, in or to any Part or Parcel thereof, other than the said *M. D.* and her Assigns, for and in Respect only of her Estate for her Life therein, shall and will, from Time to Time, and at all and every Time and Times hereafter, within the Space of seven Years next ensuing the Date of this present Indenture, at and upon the reasonable Request of the said *J. F.* or *J. C.* their Heirs, Executors or Administrators, but at the proper Costs and Charges of the said *W. P.* his Heirs, Executors or Administrators, do, make, levy, execute, acknowledge and suffer, or cause to be done, made, levied, executed, acknowledged and suffered, all and every such further and other reasonable Act and Acts, Thing or Things, Assurances and Conveyances in the Law whatsoever, for the further, better and more perfect Assuring, Surety, Sure-making, Settling, Establishing and Confirmation of the said Farm, Lands, Tenements, Hereditaments, and Premises whatsoever, hereby granted, or mentioned to be granted, with the Appurtenances, unto the said *J. F.* and *J. C.* their Heirs and Assigns, unto and for such and the same Uses, Intents and Purposes, as the same Premises are in and by these Presents mentioned to be granted, conveyed, limited or settled, as by the said *J. F.* and *J. C.* their Heirs, Executors or Administrators, or their or any of their Counsel learned in the Law, shall be reasonably devised, or advised, and required. **Provided always**, and it is hereby covenanted, granted, concluded and agreed unto, by and between all and every the said Parties to these Presents, that if the said *E. C.* shall at any Time after the Death of the said *W. P.* claim, demand or sue for any Dower or Thirds of, in or out of any Lands, Tenements or Hereditaments of the said *W. P.* or whereof he shall be seised at any Time during the said intended Coverture ; that then and from thenceforth the Use and Estate herein before limited to the said *E. C.* shall cease, determine, and be utterly void to all Intents and Purposes ; any Thing herein contained to the contrary notwithstanding. **In Witness, &c.**

A Join-

A Jointure before Marriage, and Settlement of several Parcels of the Lands to several Uses, with Provision for Daughters and younger Sons; and that the Tenants for Life may lease for 21 Years at Rack-Rents.

THIS Indenture of five Parts, made the, &c. Between Sir M. G. of T. in the County of S. Barr. and Dame A. his Wife of the first Part; E. T. of R. in the County of S. Esq; J. D. of L. in the said County, Esq; of the second Part; Sir J. M. of the Parish of, &c. in the County of M. Knt. one of his Majesty's Serjeants at Law, of the third Part; E. G. Esq; Son and Heir apparent of the said Sir J. G. of the fourth Part; and J. M. of G. in the County of M. Esq; and D. C. of W. in the County of G. Esq; on the fifth Part. Whereas a Marriage, by God's Grace, is intended to be had and solemnized between the said E. G. and M. M. Daughter of the said Sir J. M. and thereupon the said Sir J. M. hath agreed to pay unto the said Sir M. G. the Sum of 5000 l. as the Marriage-Portion of the said M. M. to the sole Use and Behoof of the said Sir M. G. Now this Indenture witnesseth, That the said Sir M. G. for and in Consideration of the said Marriage and Portion of 5000 l. as also for a Settlement to be made of the Manors, Lands and Tenements herein after mentioned, upon the said E. G. and M. M. for their Maintenance, and for the Jointure of the said M. M. in case the said Marriage shall take Effect, and she shall survive and over-live the said E. G. as also for a Settlement to be made of the Manors, Lands, Tenements and Hereditaments hereafter mentioned, and for other good Causes and Considerations, him the said Sir M. G. thereunto specially moving, hath granted, bargained, sold, remised, released and confirmed, and by these Presents doth grant, bargain, sell, remise, release and confirm unto the said E. T. and J. D. and their Heirs, All that the Manor of W. in the County of K. with all Rents, Perquisites, Profits and Casualties whatsoever to the same belonging; as also the Rectory of W. aforesaid, and Advowson of the said Parish Church of W. with all Tithes, Profits and Emoluments to the said Rectory belonging and appertaining; and also all Messuages, Lands, Meadows, Pastures, Wood Lands, Tenements and Hereditaments whatsoever of him the said Sir M. G. situate, lying and being in the said Parish of W. being in the several Tenures and Occupations of E. W. J. M. J. P. J. S. T. K. E. C. R. W. T. W. and T. C. or their Assigns; and also all that the Manor of L. in the County of S. with all the Rents, Perquisites, Profits and Casualties whatsoever, to the same belonging and appertaining; as also the Advowson of the said Parish Church of L. and also the Mansion-house called N. and the Park called L. Park, together with all Messuages, Lands, Meadows, Pastures, Wood Lands, Tenements and Hereditaments whatsoever of him the said Sir M. G. situate, lying and being in the said Parish of L. being in the several Tenures and Occupations of D. B. M. J. G. Gent. W. T. J. L. J. M. T. M. T. H. M. M. C. L. the said M. G. and T. W. And also all that the Manor of T. in the County of S. with all the Rents, Perquisites, Profits and Casualties whatsoever to the Manor belonging or appertaining: As also the Advowson of the Parish Church of T. and also the chief Mansion-house and Site thereof, to the said Manor of T. belonging, together with all Messuages, Tenements, Lands, Meadows, Pastures, Wood Lands and Hereditaments whatsoever, of him the said Sir M. G. situate, lying and being in the said Parish of T. being in the several Tenures and Occupations of A. G. Widow, J. G. Widow, E. D. T. H. M. W. J. B. T. A. T. W. R. W. jun. J. G. J. M. J. R. and C. L. And also the Reversion and Reversions, Remainder and Remainders of the said hereby granted Manors, Rectories, Advowsons, Messuages, Tenements, Lands, Hereditaments and Premises aforesaid, with the Appurtenances; which said Manors, Rectories, Advowsons, Messuages, Tenements, Lands, Hereditaments and Premises, with the Appurtenances, were by Indenture bearing Date the Day next before the Day of the Date of these Presents, bargained and sold by him the said Sir M. G. unto the said E. T. and J. D. for the Time and Term of one Year, to commence and begin from the last Day of, &c. last past before the Date hereof, under the Rent of one Pepper Corn, payable unto the said Sir M. G. his Heirs and Assigns, in or upon the Feast of St. Michael the Archangel next ensuing the Date hereof, if the same shall be lawfully demanded, as by the said recited Indenture of Bargain and Sale, Relation being thereunto had, it doth and may more at large appear, that so by Virtue thereof, and of the Statute for transferring Uses into Possession, they the said E. T. and J. D. might be legally possessed of the Premises, and thereby enabled to take a Grant and Release of the Inheritance, and of all and singular the Premises, unto them the said E. T. and J. D. and their Heirs; **To have and to hold** all and singular the said Manors, Rectories, Advowsons, Messuages, Tenements, Lands, Hereditaments and Premises, with all and singular the Appurtenances, unto them the said E. T. and J. D. and their Heirs, to and for the Uses, Intents and Purposes herein after limited, expressed and declared, under the Provisions, Trusts, Limitations and Agreements hereafter mentioned, and to and for no other Use, Intent or Purpose whatsoever, that is to

lay, **As for** and concerning the said Manor of *W.* with all Rents, Perquisites and Profits to the same belonging; as also the Rectory of *W.* and Advowson of the said Parish Church of *W.* with all Tithes, Profits and Emoluments to the said Rectory belonging, and also all the Messuages, Lands, Tenements and Premises aforesaid in the said Parish of *W.* And also as for and concerning all that the Mansion-house, called *N.* with the Barns, Stables, Out-houses, Orchards, Gardens and Yards thereunto belonging in the said Parish of *L.* which are now in the Possession of the said Sir *M. G.* being of the yearly Value of 24 *l.* and also the several Farms and Lands lying and being in the said Parish of *L.* hereafter following, *viz.* One Farm and Lands of the yearly Rent or Value of 24 *l.* being now in the Tenure and Occupation of *M. M.* or his Assigns; one other Farm and Lands being of the yearly Rent or Value of 25 *l.* 6 *s.* being now in the Tenure of *J. G.* Genr. or his Assigns; one or other Farm and Lands of the yearly Rent and Value of 31 *l.* being now in the Tenure of *J. H.* or his Assigns; one other Farm and Lands of the yearly Rent and Value of 50 *l.* being now in the Tenure of *C. L.* or his Assigns; one other Farm and Lands of the yearly Rent or Value of 6 *l.* being now in the Tenure of *T. H.* or his Assigns; one other Farm and Lands of the yearly Rent or Value of 18 *l.* being now in the Tenure of *T. W.* or his Assigns; and one other Farm and Lands, being Parcel of certain Lands, called the *C. Lands*, of the yearly Rent or Value of 16 *l.* being now in the Tenure of *T. R.* or his Assigns; **To the Use** of the said Sir *M. G.* and his Heirs, until the said Marriage shall take Effect; and after the said Marriage shall take Effect, then **To the Use** of the said *E. G.* for and during the Term of 99 Years, if he shall so long live, without Impeachment of Waste; and after the End or Determination of the said Term of 99 Years, then to the Use of the said *J. M.* and *D. C.* and their Heirs, for and during the natural Life of the said *E. G.* and no longer, upon Trust to preserve the contingent Uses herein after limited and expressed; and to that End and Purpose, to make Entries, and bring Actions or otherwise, as there shall be Occasion; and after the Decease of the said *E. G.* to the Use of the said *M. M.* for her Life, for her Jointure, in full Satisfaction of her Dower and Thirds; and after the Decease of the said *E. G.* and *M. M.* to the Use of the first Son of the said *E. G.* on the Body of the said *M. M.* lawfully to be begotten, and to the Heirs Male of the Body of such first Son to be begotten; and for want of such Issue, to the Use of the second, third, fourth, fifth, sixth, seventh, eighth, ninth, tenth, and every other Son or Sons of the said *E. G.* on the Body of the said *M. M.* lawfully to be begotten; and of the Heirs Male of the Body of such second, third, fourth, fifth, sixth, seventh, eighth, ninth, tenth, and every other the said Sons of the said *E. G.* severally and respectively, successively one after another, according to the Priority in Birth and Seniority in Years; the elder Son and the Heirs Male of his Body being always to be preferred, and to take before the younger Son and the Heirs Male of his Body; and for Want of such Issue Male of all and every the said Sons of the said *E. G.* **To the Use** of the said *E. T. J. D. J. M.* and *D. C.* their Executors, Administrators and Assigns, for and during the Term of 500 Years from thence next ensuing, fully to be compleat and ended, without Impeachment of Waste, upon and under the Trust and Agreements hereafter mentioned and expressed; and after the Determination of the said Lease for 500 Years, then **To the Use** of the said Sir *M. G.* and his Heirs for ever. **And as for** and concerning the Manor of *T.* and Advowson of the said Parish Church of *T.* with all the Lands, Tenements, Hereditaments and Premises of him the said Sir *M. G.* within the said Parish of *T.* **To the Use** of him the said Sir *M. G.* and his Heirs, until the said Marriage shall take Effect; and after the said Marriage shall take Effect, then to the Use of the said Sir *M. G.* for his Life without Impeachment of or for any Manner of Waste; and after his Decease, to the Use of Dame *A.* his Wife, for her Life, for her Jointure, and in Recompence and full Satisfaction of her Dower and Thirds; and after the Deceases of the said Sir *M. G.* and Dame *A.* his Wife, then **To the Use** of the said *E. G.* for and during the Term of 99 Years, if he shall so long live, without Impeachment of Waste; and after the End or other Determination of the said Term of 99 Years, then to the Use of the said *J. M.* and *D. C.* and of their Heirs, for and during the natural Lives of the said *E. G.* and Sir *M. G.* for and during the natural Life of the Survivor of them, and no longer, upon Trust to preserve the contingent Uses herein after limited and expressed, by Entry or Action, or otherwise, as there shall be Occasion; and after the Decease of the said *E. G.* then **To the Use** of the first Son of the said *E. G.* on the Body of the said *M. M.* lawfully to be begotten, and of the Heirs Male of the Body of such first Son to be begotten; and for Want of such Issue, then to the Use of the second, third, fourth, fifth, sixth, seventh, eighth, ninth, tenth, and every other of the Sons of the said *E. G.* on the Body of the said *M. M.* lawfully to be begotten, and of the respective Heirs Male of the Body of such Sons to be begotten, severally, respectively and successively one after another, according to their Priority in Birth, and Seniority in Years; the elder of such Sons and the Heirs Male of his Body being always to be preferred and to take before the younger Son and the Heirs Male of his Body; and for want of such Issue, to the Use of the right Heirs of the said Sir *M. G.* for ever. **And** as for and concerning the Manor of *L.* and the Park of *L.* with all the Profits, Casualties and Perquisites thereof, and Advowson of the said Parish Church

Church of *L.* in the County of *S.* with all the rest of the Lands of him the said *Sir M. G.* within the said Parish of *L.* whereof no Use is herein before limited, **To the Use** of him the said *Sir M. G.* and his Heirs, until the said Marriage shall take Effect; and after the said Marriage shall take Effect, then to the Use of the said *E. G.* for and during the Term of 99 Years, if she shall so long live, without Impeachment of Waste: And after the End, or other Determination of the said Term of 99 Years, then to the Use of the said *J. M.* and *D. C.* and of their Heirs, for and During the natural Lives of the said *E. G.* and *Sir M. G.* and the Survivor of them, and no longer, upon Trust to preserve the contingent Uses herein after limited and expressed, by Entry or Action, or otherwise, as there shall be Occasion: And after the Decease of the said *E. G.* then to the Use of the first Son of the said *E. G.* on the Body of the said *M. M.* lawfully to be begotten, and of the Heirs Male of the Body of such first Son to be begotten; and for Want of such Issue, to the Use of the second, third, fourth, fifth, sixth, seventh, eighth, ninth, tenth, and every other of the Sons of the said *E. G.* on the Body of the said *M. M.* lawfully to be begotten, and of the several and respective Heirs Male of the Bodies of such Sons to be begotten, successively one after another, according to their Priority in Birth and Seniority in Years; the elder Son, and the Heirs Male of his Body to be begotten, being always to be preferred and take before the younger Son and the Heirs Male of his Body; and for want of such Issue, to the Use of the right Heirs of the said *Sir M. G.* for ever. **Provided always** nevertheless, and upon this special Trust and Confidence, that they the said *E. T. J. D. J. M.* and *D. C.* shall and will, out of the Rents, Issues and Profits of the Lands and Premises, so limited and settled to and upon them the said *E. T. J. D. J. M.* and *D. C.* for five hundred Years, as aforesaid, or by Sale of some Part thereof, raise the Sum of 5000 *l.* for a Portion or Portions of such Daughter or Daughters between the said *E. G.* and *M. M.* to be begotten, in Manner hereafter expressed, that is to say; if there shall be but one Daughter begotten by the said *E. G.* on the Body of the said *M. M.* then the said Portion of 5000 *l.* shall be satisfied and paid unto such Daughter at her Age of twenty-one Years, or Day of Marriage of such Daughter, which shall first happen. And if there shall be two or more Daughters of the Body of the said *E. G.* and *M. M.* then the said 5000 *l.* shall be equally divided between the said Daughters, and shall be paid unto them at their several and respective Ages of twenty-one Years, or Days of Marriage, respectively, which shall first happen; and in case any such Daughter shall happen to die before her said Age of twenty-one Years, or Day of Marriage, that then the Share, Portion and Part of the said 5000 *l.* so belonging and appointed unto such Daughter so dying, as aforesaid, shall go unto and be equally divided amongst the surviving Daughters of the said *E. G.* and *M. M.* and after the said 5000 *l.* shall be so raised for the Portion or Portions of such Daughter or Daughters of them the said *E. G.* and *M. M.* as aforesaid, out of the Rents, Issues and Profits of the Premises, or by Sale of some Part of the Premises; **Then** upon this further Trust and Confidence, that the Estate and Interest granted unto the said *E. T. J. D. J. M.* and *D. C.* and of and in the said Lands and Premises for 500 Years, as aforesaid, shall as to such of the said Lands, Tenements and Premises as shall not be sold, aliened or disposed of, and for the raising of the Portion or Portions according to the Trust aforesaid, shall after the said *E. T. J. D. J. M.* and *D. C.* be satisfied, paid and discharged such Charges as they the said *E. T. J. D. J. M.* and *D. C.* their Executors, Administrators or Assigns, shall be put unto or sustain in the Execution of the said Trust, shall remain and be unto such Person or Persons, unto whom the next Remainder expectant upon the said Lease of 500 Years shall belong or appertain; any Thing in these Presents contained to the contrary notwithstanding. **And also, Provided always** nevertheless, and it is hereby further declared to be the true Intent and Meaning of these Presents, that the said *E. G.* during his natural Life, shall and may, by and with the joint Consents of the said *Sir J. M.* and *Sir M. G.* signified and declared in Writing under their Hands and Seals, or the said *Sir J. M.* and *Sir M. G.* jointly, or the said *Sir M. G.* after the Death of the said *Sir J. M.* in case he shall survive and out-live the said *J. M.* by and with the Consent of the said *E. G.* shall and may, or with or without the Consent of the said *E. G.* during the Joint-Lives of them the said *Sir J. M.* and *Sir M. G.* have Liberty and Power to sell some or any Part of the said Lands, Tenements and Premises so limited unto him the said *E. G.* as aforesaid, for the raising and making of Portions for the younger Sons of the said *E. G.* as they shall think fit, so as during the Lives of the said Dame *A.* and *M. M.* respectively, no Charge, Alteration or Diminution shall be thereby either made or put upon either of the Estates or Jointures limited to them, as aforesaid, respectively, without the respective Consent of them the said Dame *A.* and *M. M.* respectively first had and obtained; but that the Reversion of any of the Lands and Premises respectively limited to them for their Jointures, as aforesaid, shall and may after the Decease of them the said Dame *A.* and *M. M.* respectively, by and with the joint Consent of the said *Sir J. M.* and *Sir M. G.* be also liable and subject to, and for the raising of Portions for the younger Sons, as aforesaid; and that in case such Sale shall be made

of

of some or any Part of the said Lands and Premises in Manner as aforesaid, for the raising of Portions for the younger Sons of the said E. G. according to the true Intent and Meaning of these Presents; that then the said E. T. and J. D. and their Heirs shall stand and be seised, and so shall be adjudged and deemed, and are hereby expressed and declared to stand and be seised of and in such Lands, Tenements and Hereditaments, so to be bargained and sold for the raising of Portions for the younger Sons of the said E. G. in Manner as aforesaid, to the only Use and behoof of such Person or Persons, and their Heirs, that shall so purchase such Lands, Tenements or Hereditaments, that shall be sold for the raising of Portions for the younger Sons, according to the true Intent and Meaning of these Presents, as aforesaid; any Thing before in these Presents contained to the contrary thereof in any wise notwithstanding: **And also, Provided always** nevertheless, and it is hereby agreed, expressed and declared by and between all the said Parties to these Presents, that the said Sir M. G. during his natural Life, and after his Decease, the said Dame A. during her natural Life, and also the said E. G. during his natural Life, and after his Decease, the said M. M. his intended Wife, during her natural Life, shall and may make Leases in Possession of all or any of the Lands, Tenements and Premises to them severally and respectively limited, as aforesaid, for any Term not exceeding twenty one Years, and reserving the utmost Rent that can be got for the same with usual Covenants, Provisions and Conditions in such Leases to be contained. **And** it is expressed and declared by and between the said Sir M. G. E. G. and Sir J. M. and the said E. G. doth for himself, his Heirs, Executors and Administrators, covenant and Grant to and with the said Sir J. M. his Executors and Administrators by these Presents, that after the said Marriage between the said E. G. and M. M. shall take Effect, he the said Sir J. M. his Executors, Administrators and Assigns, shall have and receive out of the Rents of the said Lands and Premises so limited to them the said E. G. and M. M. as aforesaid, 100*l. per Annum*, in Trust for the separate Use and Maintenance of her the said M. M. to be disposed of solely to her the said M. M. during the Life of the said E. G. at her own sole Will and Pleasure, without any Consent, Direction or Intermeddling of the said E. G. which said Sum of 100*l. per Ann.* the said Sir J. M. doth hereby for himself, his Executors and Administrators, covenant and agree to and with the said Sir M. G. and E. G. and each of them, their and each of their Executors and Administrators, accordingly to pay unto the said M. M. or her Assigns yearly, from Time to Time: **And** the said Sir M. G. doth for himself, his Heirs, Executors and Administrators, covenant and grant to and with the said Sir J. M. and his Heirs by these Presents, that the aforesaid Manor and Rectory of W. and the Messuages, Tenements, Lands and Premises in W. and L. aforesaid, so settled upon the said E. G. and M. M. for the respective Estate aforesaid, are now *bona fide* of the yearly Rent of 700*l.* nevertheless subject to the several yearly Rents or yearly Payments hereafter mentioned, (that is to say,) the Sum or yearly Rent of 40*l. per Annum*, to J. G. Gent. for his Life, and to M. G. J. G. E. G. L. G. S. G. the several yearly Sums of 10*l.* a-piece, for their several and respective Lives, in all amounting to the yearly Sum of 100*l.* And that the said Manor and Rectory of W. and the Messuages, Tenements, Lands and Premises in W. aforesaid, so settled upon the said E. G. and M. M. as aforesaid, shall, during the Life of the said M. M. continue to the said M. M. in case the said Marriage shall take Effect, and she shall survive the said E. G. of the said yearly Rent or Value of 700*l.* the the said M. letting and demising the same without taking any Fines, charged nevertheless with the said several Annuities or Payments amounting in all to 100*l. per Annum*, as aforesaid, and no more; and also that the rest of the Manors, Lands, Tenements, and Hereditaments mentioned and limited to the said E. G. in Manner as aforesaid, are altogether now *bona fide* of the yearly Value of 800*l.* **And** it is hereby agreed, expressed and declared, by and between the said Sir M. G. and Dame A. his Wife, and the said E. G. and M. M. and their Heirs, that the Benefit and Advantage by the Cessation and Determination of the said several and respective Annuities or yearly Payments aforesaid, or any of them, shall be and shall accrue to the said E. G. and M. M. and to no other: **And** the said Sir M. G. doth further for himself, his Heirs Executors and Administrators, covenant and grant to and with the said Sir J. M. and his Heirs, that the aforesaid Manors, Rectory, Advowsons, Messuages, Lands, Tenements, Hereditaments and Premises, with the Appurtenances, now are, and so shall for ever hereafter remain, continue and be to the Uses aforesaid, free and clear, and freely and clearly acquitted and discharged, or otherwise well and sufficiently saved and kept harmless by him the said Sir M. G. and his Heirs, of and from all former and other Gifts, Grants, Bargains, Sales, Mortgages, Leases Jointures, Dowers, Estates, Statutes Merchant and of the Staple, Recognizances, Judgments, Executions, Extents, Rent-Charges, Rents-Seck and all Arrearages of Rent, and of and from all other Titles, Troubles, Charges and Incumbrances whatsoever, had, made, committed, suffered or done by him the said Sir M. G. or by any other Person whatsoever, lawfully claiming or to claim, by, from or under the said M. M. (the aforesaid Annuities or yearly Payments herein before expressed, and the Quit-Rents, yearly due for the Premises, and also the Leases made of the Premises to these present Tenants, for and under several yearly Rents, Covenants, Conditions, and Agreements respectively

respectively, in the Schedule unto these Presents annexed contained, only excepted and fore-
 prised;) And also that he the said Sir M. G. and Dame A. his Wife, and the Heirs of
 the said Sir M. H. shall and will in his Majesty's Court of Common Pleas at *Westminster*, at
 or before the End of *Trinity* Term next ensuing the Date hereof, upon Request, but at the
 Cost and Charges of the said Sir M. G. and his Heirs, levy and acknowledge in due Form
 of Law unto the said E. T. and J. D. and the Heirs of the said E. T. several Fines *Sur*
Conscience de droit come ceo qui ils ad de lour done, of all and singular the aforesaid Manors,
 Rectories, Advowsons, Messuages, Lands, Tenements, Hereditaments and Premises, with
 the Appurtenances, by such Names, Descriptions, Contents, Qualities and Numbers of Acres,
 as by the said Sir J. M. and his Heirs shall be thought fit and advised; the which said Fines,
 so to be had and levied, and all and every other Fine and Fines to be had and levied between
 the said Parties, shall be and enure, and shall be construed, deemed, judged, and taken to be
 and enure to the only Uses, Intents and Purposes, and under the Proviso, Trusts, Condi-
 tions and Agreements before in these Presents expressed and declared, and to and for no other
 Use or Uses, Intents and Purposes whatsoever: And it is likewise hereby further declared,
 and the said E. G. doth for himself, his Heirs, Executors and Administrators, covenant and
 grant to and with the said Sir M. G. and his Assigns by these Presents, that it shall and may
 be lawful for the said Sir M. G. and his Assigns, during the Life of the said Sir M. yearly
 and every Year or oftener, if he or they shall think fit, to keep his Court for the said Manor
 of L. at the aforesaid Mansion-House called N. H. situate and being in L. aforesaid, as it
 hath been formerly used and accustomed, without the Let, Hindrance, Trouble or Contradiction
 of himself the said E. G. and M. M. his intended Wife, or the Heirs or Assigns of the
 said E. G. or of any other Person or Persons whatsoever, lawfully claiming or to claim, by,
 from or under him the said E. G. or by his Means, Assent, Consent, Privy or Procurement;
 the said Sir M. G. and his Assigns, bearing all the Charges and Expences, as to Entertainments,
 and Provisions of Victuals to be expended at such Courts. *In Witness, &c.*
 [See more in Title Jointures, ante.]

*A Marriage Settlement of a Wife's Fortune (consisting of Lands, Goods, &c.) to her
 Use, as a separate and distinct Estate.*

THIS Indenture of three Parts, made, &c. Between A. B. of the first Part, C. D.
 of, &c. of the second Part, and E. F. and G. H. of, &c. of the third Part. Whereas
 the said C. D. is seized to her and her Heirs for ever, of all that Messuage or Tenement,
 situate, lying and being in, &c. And also several Pieces or Parcels of Land, containing, &c.
 as by, &c. may appear: And whereas the said C. D. is also possessed of and intitled unto,
 &c. And whereas a Marriage is intended to be shortly had and solemnized between the said
 A. B. and the said C. D. upon the Contract of which Marriage the said A. B. hath agreed,
 that if the same shall take Effect, that then, notwithstanding the said Marriage, he the said
 A. B. his Executors, Administrators or Assigns, shall not nor will intermeddle with, or have
 any Right, Title or Interest either in Law or Equity, in or to any Part of the Rents, Issues
 and Profits of the Messuage or Tenements, and Lands above recited; Neither shall he the
 said A. B. his Executors, Administrators or Assigns, intermeddle with or have any Right,
 Title or Interest, either in Law or Equity, of, in, or to, &c. but the same shall remain, con-
 tinue and be to the said C. D. or to such Uses as the said C. D. shall think fit and appoint.
 Now this Indenture witnesseth, that for the making the said Agreement effectual in the
 Law, and for the preserving the Rents of the Messuage or Tenements, and Lands above
 mentioned, &c. to and for the separate Use of the said C. D. and so that the same shall not
 be in the Power or Disposal of the said A. B. he the said A. B. doth for himself, his Execu-
 tors and Administrators, and for every of them, covenant, promise and agree to and with the
 said E. F. and G. H. and the Survivor of them, and the Executors and Administrators of the
 Survivor of them, by these Presents, that notwithstanding the said intended Marriage shall
 take effect, all the Rents of the Messuage or Tenement, and Land above mentioned, as shall
 from Time to Time become due and payable to her the said C. D. by Virtue of, &c. afore-
 said; and also the Interest due or to grow due for, &c. and also the Reversion and Reversions
 of the said Messuage, &c. shall be accounted, reckoned and taken as a separate and dis-
 tinct Estate of and from the Estate of him the said A. B. and be no ways liable or subject
 to him, or to the Payment of any of his Debts: But with the Profits or Increase, that shall
 hereafter be gotten, gained or made of the same, be ordered, disposed and employed to such
 Person and Persons, and to and for such Use and Uses, Intents and Purposes, and in such
 Manner and Form, as is hereafter mentioned and declared, (that is to say,) That the ready
 Money arising or accruing out of the said separate and distinct Estate before mentioned, shall

from Time to Time be placed out at Interest, on such Securities as she the said C. D. shall think fit; which Securities, during the Coverture, shall be taken and made in the Names of the said E. F. and G. K. or the Survivor of them, or in the Name or Names of such other Person or Persons, as she the said C. D. shall order and appoint, in Trust for her the said C. D. And that all the said separate and distinct Estate before declared and allotted for the said C. D. as aforesaid, and the Produce and Increase thereof shall be had, taken, held, possessed and enjoyed by such Person and Persons, and for such Use and Uses, as the said C. D. shall at any Time or Times hereafter, during her Life, limit, devise, order or dispose of the same, or any Part thereof, either by her last Will and Testament in Writing, or by any other Writing whatsoever, signed with her Hand in the Presence of two or more credible Witnesses; And the said A. B. doth for himself, his Heirs, Executors and Administrators, covenant, promise and agree to and with the said E. F. and G. H. and the Survivor of them, and the Executors and Administrators of such Survivor by these Presents, in Manner following, (that is to say,) That if the said intended Marriage shall take Effect, that then he the said A. B. shall and will permit and suffer the said C. D. to give, grant and dispose of her said separate Estate, as she shall think fit in her Life-time, and to make such Will or other Writing, as aforesaid, and thereby to give, order, devise, limit and appoint her said separate Estate to any Person or Persons, for any Trust, Use, Intent or Purpose whatsoever; And that he the said A. B. shall and will permit and suffer such Will hereafter to be made by the said C. D. to be duly proved by the Executors in such Will named or to be named, and Probate of such Will to be had and taken as is usual; and that the Person or Persons, to whom the said C. D. shall give or dispose any Part of her said separate Estate by her Will, or any other Writing that shall be signed, sealed and executed by her in the Presence of two or more credible Witnesses as aforesaid, shall and lawfully may peaceably and quietly have, hold, occupy, possess, and enjoy the same, according to the true Meaning of such Gift, Devise or Appointment, without any Let, Denial Hindrance or Interruption of or by the said A. B. his Executors, Administrators or Assigns, or any of them; And also, that it shall and may be lawful to and for the said E. F. and G. H. and the Survivor of them, and the Executors and Administrators of the Survivor of them, at any Time from and after the said intended Marriage shall take Effect, to commence any Action or Suit in Law or Equity, in the Name or Names of the said A. B. and C. D. his intended Wife, against any Person or Persons for Recovery of any Sum or Sums of Money due, or to grow due to the said C. D. on her said separate Estate, as aforesaid; and that the said A. B. shall not, nor will release or discharge any such Action or Suit, nor receive release or discharge any Sum or Sums of Money now due, or hereafter to grow due to the said C. D. from her said separate Estate, as aforesaid, without the special Licence and Consent of them the said E. F. and G. H. or the Survivor of them, or the Executors or Administrators of the Survivor of them, in that Behalf first had and obtained in Writing under their or some of their Hands and Seals. But that he the said A. B. shall and will avow, justify and maintain all lawful Actions and Suits, that shall be so commenced, for Recovery of the Premises, and that he the said A. B. shall and will, as often as thereto desired by the said E. F. and G. H. or the Survivor of them, join with the said C. his now intended Wife, in any Receipt, Release, Discharge or Assignment necessary to be given on receiving any Monies due, or to grow due to the said C. as aforesaid. And further, that he the said A. B. shall and will from Time to Time, and at all Times, from and after the said intended Marriage shall take Effect, upon every reasonable Request, and at the proper Costs and Charges of the said E. F. and G. H. or the Survivor of them, or the Executors or Administrators of the Survivor of them, make, do and execute all and every such further Act and Acts, Thing and Things, for the better settling, recovering and receiving the Monies, Goods and Estates of the said C. D. allotted and declared for her separate Use, Benefit and Disposal, as aforesaid, as by the said E. F. and G. H. or the Survivor of them, or the Executors or Administrators of the Survivor of them, or their, or any of their Counsel learned in the Law, shall be reasonably devised, advised or required. **Provided always**, and it is declared, concluded and agreed by and between all the said Parties to these Presents, and it is the true Intent and Meaning hereof, and of the said Parties hereunto, that they the said E. F. and G. H. and the Survivor of them, and the Executors and Administrators of the Survivor of them, shall and may from Time to Time reimburse, satisfy and pay him and themselves out of the said Estate all such necessary and reasonable Charges, as they shall sustain or be put unto by Reason of their being made Parties, to these Presents, or transacting any Thing pursuant thereto: And that neither of them the said E. F. and G. H. shall be any Ways accountable for the Act of the other, or liable to make good any more of the said Estate, than what shall really and *bona fide* come into his Hands or Custody. **Provided also**, and it is declared, concluded and agreed by and between the said Parties to these Presents, that the said A. B. his Executors and Administrators shall from Time to Time, and at all Times hereafter be indemnified and saved harmless out of the separate Estate of the said C. D.

of and from all Manner of Costs, Charges, Damages or Trouble, that he or they shall or may sustain, incur or be put unto, for or by Reason of the said *A. B.*'s Joining or being made a Party in any Action or Suit for recovering any Part of the separate Estate of the said *C.* or his Joining or being made a Party in any Receipt or Release to be made and given upon receiving any Part of the separate Estate of her the said *C. D.* as aforesaid, or any other Account whatsoever, relating to the said separate Estate. **In Witness, &c.**

A Marriage Settlement of Stocks.

THIS Indenture Tripartite, made, &c. Between *A. B.* of, &c. of the first Part; *C. D.* of, &c. Spinster, one of the Daughters of *E. D.* of, &c. of the second Part; and *F. D.* of, &c. Widow of *G. D.* of, &c. and *I. B.* of, &c. of the third Part. **Whereas** a Marriage, by God's Permission, is intended shortly to be had and solemnized between the said *A. B.* and *C. D.* **And whereas** the said *A. B.* is lawfully intitled to the Sum of two thousand Pounds in the Capital Stock of the Bank of England, commonly called *Bank Stock*; and likewise to the Sum of five hundred Pounds in the Capital Stock of the Governor and Company of Merchants of Great Britain, trading to the South Seas, commonly called *South Sea Stock*: And the said *C. D.* is lawfully intitled to the like Sum of two thousand Pounds in the said Stock commonly called *Bank Stock*, and doth intend, and hath agreed forthwith to purchase the Sum of five hundred Pounds in the said other Stock commonly called the *South-Sea Stock*. **Now this Indenture witnesseth**, that in Consideration of the said intended Marriage, and to the Intent that the said several Sums, or Parcels of the said Stocks already purchased, or agreed to be purchased as aforesaid, and the Dividends and Profits thereof, may be secured and applied upon the Trusts, and to and for the Uses, Intents and Purposes hereafter mentioned and expressed; they the said *A. B.* and *C. D.* do hereby for themselves severally and respectively, and for their several and respective Heirs, Executors and Administrators and not the one for the other, or for the Heirs, Executors or Administrators of the other, covenant, promise and agree to and with the said *F. D. G. D.* and *H. J.* their Executors and Administrators, that they the said *A. B.* and *C. D.* respectively, shall and will within Days next ensuing the Date of these Presents, in due Form, well and sufficiently transfer and assign, in the respective Books kept for that Purpose, the said two respective Sums of two thousand Pounds *Bank Stock*, and also the said two respective Sums of five hundred Pounds *South-Sea Stock*; and all their respective Rights and Titles thereunto, to the said *F. D. G. D.* and *H. J.* their Executors, Administrators and Assigns. **And** it is hereby declared, concluded, and agreed by and between all the said Parties to these Presents, that the said several Sums or Parcels of the said Stocks, when so transferred or assigned, and all the Dividends and Profits thereof, shall be and remain in the said *F. D. G. D.* and *H. J.* their Executors, Administrators and Assigns, **Upon and under**, and subject and liable to the several **Trusts, Uses, Intents, Purposes, Provisoos, Conditions and Agreements** herein after expressed, (that is to say) as to two thousand Pounds, Part of the said *Bank Stock*, and five hundred Pounds Part of the said *South-Sea Stock*, **In Trust** for the said *A. B.* his Executors, Administrators and Assigns, until the said intended Marriage shall be solemnized: And as to the remaining two thousand Pounds of the said *Bank Stock*, and the remaining five hundred Pounds of the said *South-Sea Stock*, **In Trust** for the said *C. D.* her Executors, Administrators and Assigns, until the Solemnization of the said intended Marriage; **And from** and immediately after the Solemnization of the said intended Marriage, **Then** as to all the said several Sums or Parcels of *Bank-Stock* and *South-Sea Stock*, **In Trust** that they the said *F. D. G. D.* and *H. J.* their Executors, Administrators and Assigns, shall permit and suffer the said *A. B.* and his Assigns, during the Term of his natural Life, to have, receive and take, to his and their own proper Use and Behoof, all the Dividends, Interest, and other Profits, which shall during his Life accrue, arise, or be made by or from the said several Sums or Parcels of Stock, or any of them; and from and immediately after the Decease of the said *A. B.* **Then upon Trust** (in Case the said *C. D.* shall survive the said *A. B.*) to permit and suffer the said *C. D.* and her Assigns, during her natural Life, to receive and take to her and their own proper Use and Behoof, all the Dividends, Interest, and other Profits, which shall during her Life, accrue, arise, or be made by or from the said several Sums or Parcels of Stock, or any of them; **And upon this further Trust and Confidence**, that they the said Trustees, their Executors, Administrators and Assigns, shall and do, after the Death of the said *A. B.* and *C. D.* transfer, assign, pay, apply or dispose of all the said several Sums or Parcels of Stock, and all the Dividends, Interest, and other Profits thereof, unto and amongst all and every the Son and Sons, Daughter and Daughters of the said *A. B.* on the Body of the said *C. D.* lawfully to be begotten, and the Children of such Sons or Daughters, in case any of them shall be then dead, leaving Issue, the said Children, in such Proportion as the said *A. B.* shall by his Will, or otherwise, appoint,

Recital that *A. B.* and *C. D.* are seized of several Sums in the Capital Stocks of the *South Sea* Company and Bank of England. The Consideration.

Covenant to assign the said Stocks in Trust.

Declaration of the Trusts and Uses, viz.

2500 l Part of the said Stocks. to the Use of the said *A. B.* till the Marriage.

The remaining 2500 l. to the Use of *C. D.* till the Marriage: And from and after the Marriage, to the Use of *A. B.* during Life. And after his Decease, to the Use of *C. D.* (if she survive him) during her Life. And after their Decease to the Use of the Children of the said *A. B.* and *C. D.* and in the Issues of

And in Default of such Appointment, to be equally divided amongst them. But the Child or Children, to be intitled only to such Share as their Father or Mother would have had, if living. *Provido*, that if at the Decease of the said *A. B.* there be only one or more Issues Female, he shall not be obliged to make such Appointment. Nor shall such Issue be intitled to all the said several Stocks, but in the following Manner, *viz.* If there be only one Daughter, or Issue Female of one Daughter or Son, such Issue to have 3300*l.* If two Daughters, &c. then 4000*l.* If three or more Daughters, &c. or two Daughters, and the Issue of another; or one Daughter and the Issue of two or more, or two Daughters, or the Issue of two, and the Issue Female of one or more Son or Sons, &c. or the Issue Female of three or more Sons, or a Son, or any Male Issue of a Son; in all these Cases, the said Stocks to be divided amongst them all, as shall be appointed by the said *A. B.* Or in Default of such Appointment, to be divided among them by equal Shares. But if the said *A. B.* survive the said *C. D.* or the said *C. D.* survive the said *A. B.* and there be no Issues, nor Issue of such Issue, then the Trustees to assign the said Stock to the Survivor. And in case there shall not be so many Issues Female as aforesaid, as shall be intitled to all the said Stocks, then the Surplus shall be assigned to the said *A. B.* if he survives the said *C. D.* or if she survives him, then after her Decease to the Executors, &c. of the said *A. B.*

in such Parts and Proportions, and at such Time or Times, and in such Manner as the said *A. B.* by his last Will and Testament in Writing, or by any other Writing duly executed by him in the Presence of two or more credible Witnesses, shall limit, direct, order or appoint: **And** in Default of such Limitation, Direction, Order or Appointment, then unto and amongst all and every the Son and Sons, Daughter and Daughters, of the said *A. B.* on the Body of the said *C. D.* lawfully to be begotten, as aforesaid, and the Children of such Sons or Daughters, (in case any of them shall happen to be dead leaving Issue) in equal Shares and Proportions: But the Child or Children of such of the said Sons or Daughters as shall then happen to be dead, shall be intitled only to the Share which his, her or their Father or Mother would have been intitled to if living, equally to be divided amongst such Children, if there be more than one, and if but one, then wholly to that one. **Provided** nevertheless, and it is agreed between all the said Parties to these Presents, That if at the Decease of the said *A. B.* or at any Time after, there shall happen to be only a Daughter or Daughters of him and the said *C. D.* or the Issue of such Daughter or Daughters, and no Son, nor the Male Issue of any Son living, then the said *A. B.* shall not be obliged by his Will, or such other Writing as aforesaid, to limit, direct, order or appoint, all the said several Sums or Parcels of Stocks, and the Dividends and Profits thereof, to or amongst such Daughter or Daughters, or the Children of such Daughter or Daughters as may be then dead: Nor shall such Daughter or Daughters, or the Children of such of them as may be then dead; nor the Female Issue of such Son or Sons as may be then dead, in Default of such Direction, Order or Appointment, to be made as aforesaid, by the said *A. B.* be intitled to all the said several Sums or Parcels of Stocks, and the Dividends and Profits thereof, but she or they shall be intitled only to such Parts, Shares or Proportions thereof, as are herein after mentioned; that is to say, **If** there be only one Daughter, or the Issue of one Daughter living, or only the Female Issue of one Son living, **Then** to the Sum of 3300*l.* to be raised and paid by and out of the said Stocks: **If** only two Daughters, or one Daughter and the Issue of another Daughter, or one or her Issue, and the Female Issue of one Son only, **Then** to the Sum of 4000*l.* to be raised and paid by and out of the said Stocks, and equally divided between them, according to the Rule and Method in that Behalf above directed; **And** if three or more Daughters, or the Issue of three or more Daughters, shall be living, or if two Daughters, and the Issue of another Daughter, or one Daughter, and the Issue of two or more other Daughters, or if two Daughters, or the Issue of two Daughters, and the Female Issue of one or more Son or Sons, or if one Daughter, and the Issue of another Daughter, and the Female Issue of one or more Son or Sons, or if one Daughter, or her Issue, and the Female Issue of two or more Sons, or if the Female Issue of three or more Sons shall be living, or if there shall be a Son, or any Male Issue of a Son then living; **Then** in any of the said last mentioned Cases, all the said several Sums or Parcels of Stocks, and the Dividends, Interest and Profits thereof, shall be so limited, directed, ordered, or appointed as aforesaid, amongst them, by the said *A. B.* or in Default thereof, shall go and be disposed of, to and amongst them in equal Shares and Proportions, the Share or Part of the Issue of such Sons or Daughters as shall then happen to be dead, being adjusted and paid according to the Rule or Method in that Case herein above expressed. **And** upon this further Trust and Confidence, That in case the said *A. B.* shall survive the said *C. D.* and there shall be no such Son or Daughter, nor any Issue of such Son or Daughter, living at the Time of her Decease, or if the said *C. D.* shall survive the said *A. B.* and there shall be no such Son or Daughter, nor any Issue of such Son or Daughter, living at the Time of the Decease of the said *A. B.* and the said *C. D.* shall not then be Enfant of a Child which shall be afterwards born, **Then** that the said Trustees, their Executors, Administrators or Assigns, shall and do in either of the said Cases, (after the Decease of the said *C. D.* transfer, assign, pay, apply and dispose of all the said several Sums or Parcels of Stocks, and the Dividends, Interest and Profits thereof, to the said *A. B.* (if he survives the said *C. D.*) or the Executors, Administrators or Assigns, of the said *A. B.* after the Decease of the said *C. D.* in case she happen to survive him as aforesaid. **And** in case there shall not be living as aforesaid, so many of the said Daughters, or their Issue, or such Female Issue of the said Son or Sons, as by Virtue of these Presents shall be intitled to have all the said several Sums or Parcels of Stocks, and the Dividends, Interest and Profits thereof, ordered, appointed or disposed of, amongst them in Manner aforesaid, **Then** the Remainder or Surplus, of the said Stocks, and the Dividends, Interest and Profits thereof, shall in that case be transferred, assigned, paid, applied and disposed of, by the said Trustees, their Executors, Administrators or Assigns, unto the said Stocks to be divided amongst them all, as shall be appointed by the said *A. B.* Or in Default of such Appointment, to be divided among them by equal Shares. But if the said *A. B.* survive the said *C. D.* or the said *C. D.* survive the said *A. B.* and there be no Issues, nor Issue of such Issue, then the Trustees to assign the said Stock to the Survivor. And in case there shall not be so many Issues Female as aforesaid, as shall be intitled to all the said Stocks, then the Surplus shall be assigned to the said *A. B.* if he survives the said *C. D.* or if she survives him, then after her Decease to the Executors, &c. of the said *A. B.*

the said *A. B.* (if he survives the said *C. D.*) or (if the said *C. D.* survives the said *A. B.*) then to the Executors, Administrators or Assigns, of the said *A. B.* after the Decease of the said *C. D.* And further, it is hereby declared and agreed by and between all the said Parties to these Presents, that in case the said *A. B.* and *C. D.* or the Survivor of them, shall be minded or desirous to have the several Sums or Parcels of Stock, or any Part thereof, sold, and the Money arising by the Sale thereof invested in any other Stock or Fund, or placed out upon any Security, publick or Private, or laid out in the Purchase of Freehold Lands or Tenements, or to have the said Money, after it shall have been so invested or placed out, in or upon any other Stocks, Funds or Securities, called or taken in again and disposed of in any other Manner, and shall signify such his, her, or their Mind or Desire, by Writing under his, her, or their Hand or Hands, signed in the Presence of two or more credible Witnesses; that then the said Trustees, their Executors, Administrators or Assigns, shall accordingly sell and dispose of the said Stocks, or any Part thereof, and invest, place, lay out, or dispose of the Money arising by the Sale thereof in such other Stocks, Funds or Securities, or in the Purchase of such Freehold Lands or Tenements, or in such other Manner as the said *A. B.* and *C. D.* or the Survivor of them, shall by such Writing, or any other Writing or Writings to be subscribed and attested as aforesaid, direct, order or appoint; which said other Stocks so to be bought with the said Money, when so invested or placed out upon any such Funds or Securities, and such Lands and Tenements when purchased, shall be transferred, assigned, conveyed, settled and assured, so and in such Manner as that the same with the Dividends, Interest, Rents and Profits thereof, may remain, continue, go, be applied, and disposed of, to, for or upon the same Trusts, Uses, Intents and Purposes, as the said several Sums or Parcels of *Bank Stock*, and *South Sea Stock* and the Dividends, Interest and Profits thereof, are herein before directed, ordered, limited or appointed, to go, be applied or disposed of, or as near the same as may be, and that in all Respects according to the true Intent and Meaning of these Presents. And it is agreed by and between all the said Parties to these Presents, that the said Trustees, their Executors, Administrators and Assigns, or any new Trustees hereafter to be appointed, by Virtue of the Power herein after for that Purpose mentioned, their Executors, Administrators and Assigns, shall or lawfully may in the first place deduct and retain out of the said several Parcels of Stock so intended to be transferred or assigned as aforesaid, or out of such other Stocks, Funds, Securities, Lands or Tenements, as the Money arising by the Sale of the said Stocks, or any Part thereof, shall be hereafter invested in, placed, laid out, or disposed of, or out of the Dividends, Interest, Rents or Profits thereof, all such Sum and Sums of Money Costs, Charges, Expences and Damages, which they or any of them shall pay, expend, bestow, lay out sustain, suffer or be put unto, for or by Reason or Means of this present Trust, or any Act, Matter or thing, which shall or may be done or happen in, about or relating to the Execution thereof, or touching or concerning the same. And also that the said Trustees, their Executors or Administrators, or any new Trustee or Trustees hereafter to be appointed pursuant to the Power for that Purpose herein after contained, his or their Executors or Administrators, or any of them, shall not be chargeable or accountable for more Money than what they or any of them shall respectively and actually receive by Virtue of these Presents; ~~And~~ shall the one of them be answerable or chargeable for or with the Act, receipt or Default of the other of them, but each for himself, and his own Act, Receipt or Default only. And in case any Loss shall happen of the said several Sums or Parcels of Stock, or the Money arising by Sale thereof, or any Part thereof, or of the Dividends, Interest or Proceed thereof, without the wilful Neglect or Default of them the said Trustees, their Executors or Administrators, or some of them respectively; then they the said Trustees, or any of them, their or any of their Executors or Administrators, shall not be charged or chargeable with such Loss, or liable to answer or make good the same, or any Part thereof; and in case such Loss happens by or through the wilful Neglect or Default of any of the said Trustees, then he or they only who shall be guilty thereof shall be answerable for the same. And whereas the said *C. D.* is now or during the said intended Coverture may be possessed of divers Jewels, Rings, Watches, Necklaces, and other Ornaments of her Person, he the said *A. B.* for himself, his Heirs, Executors and Administrators, doth covenant, promise and agree to and with the said *F. D. G. D.* and *H. J.* their Executors, Administrators and Assigns, by these Presents, that all such Jewels, Rings, Watches, Necklaces, and other Personal Ornaments of or belonging to the said *C. D.* as aforesaid, shall at all Times hereafter be, remain and continue to and for the sole and separate Use of the said *C. D.* as well during the said intended Coverture as afterwards. And that it shall and may be lawful to and for the said *C. D.* at any Time or Times after the said intended Marriage, to give and dispose of all such Jewels, Rings, Watches, Necklaces, and other personal Ornaments as aforesaid, or any Part thereof, by her last will and Testament in Writing, or any other Writing to be made and signed by her during the intended Coverture, or otherwise in such Manner as she shall think fit, it being the true Intent and Meaning of the Presents,

Covenant that if the said *A. B.* and *C. D.* or the Survivor of them, shall be minded to have the said several Stocks, or any Part thereof sold, and the Money otherwise disposed of, then the Trustees to sell the same accordingly, and dispose of it in such Manner as the said *A. B.* or *C. D.* shall by their Writing appoint: But to the same Uses and Trusts as are before directed.

Covenant that the Trustees may deduct and retain all such Sums of Money as they shall expend by Reason of the Trust hereby reposed in them.

Trustees not to be chargeable or accountable for more Money than they shall receive.

Nor any one of them for the other.

Nor to be chargeable for any Loss that shall happen without their wilful Neglect or Default.

Covenant that the said *C. D.* shall have all her Jewels, Rings, &c.

And shall dispose of them as she shall think fit.

sents, and of the said *A. B.* and *C. D.* that the same shall not be subject or liable to the Disposition, Controul or Incumbrance of the said *A. B.* in any wise howsoever. **And** the said *A. B.* for himself, his Heirs, Executors and Administrators, doth hereby covenant, promise and agree, to and with the said *F. D. G. D.* and *H. J.* their Executors, Administrators and Assigns, that in case the said intended Marriage shall take Effect, and the said *C. D.* shall happen to survive him the said *A. B.* then his Executors or Administrators, shall within six Months next after his Decease, well and truly pay or cause to be paid to the said *C. D.* her Executors, Administrators or Assigns, the Sum of 500 *l.* of lawful Money of *Great Britain*, over and above all other Provisions herein before mentioned, or intended to be made for her. **And** it is hereby declared and agreed by and between all the said Parties to these Presents, and their true Intent and Meaning is, that in case the said *C. D.* shall survive the said *A. B.* it shall or may be lawful for her, if she shall think fit, to wave and relinquish this present Settlement, and the Provisions hereby made for her; and to demand, have, take and enjoy such Part, Share or proportion of the Personal Estate of the said *A. B.* as shall or may belong or appertain to her by the Custom of the City of *London*, or otherwise, without the Benefit or Assistance of these present Indentures, in such Manner, and as fully and effectually as if these present Indentures had not been made; so as such waving or relinquishing of this present Settlement, and the demanding of such customary or other Part of the said Personal Estate, be made and declared by the said *C. D.* in Writing under her Hand in the Presence of two or more credible Witnesses, and delivered to the Executors or Administrators of the said *A. B.* within six Months next after the Probate of his Will, or granting of Letters of Administration of his Personal Estate, as the Case shall happen, and not otherwise. **And** that if the said *C. D.* shall so wave and relinquish this present Settlement, and shall demand her said customary or other Part of the Personal Estate of the said *A. B.* as aforesaid, then and in such Case she the said *C. D.* shall have no Manner of Benefit or Advantage whatsoever by Virtue of these Presents, or the Provisions hereby made, or intended to be made for her, but shall be utterly excluded and debarred from the same. **And further**, That in Case the said *C. D.* shall not so wave and relinquish this present Settlement and the Provisions hereby made, within the Time aforesaid; then the said *C. D.* shall by Virtue of these Presents, and the Provisions hereby made for her, be utterly excluded and debarred from claiming or having any other or further Part of the Personal Estate of the said *A. B.* by Virtue of the said Custom of *London*, or otherwise, than what will belong or appertain to her by Virtue of these Presents, or of the last Will and Testament of the said *A. B.* **And** it is likewise declared and agreed by and between all the said Parties to these Presents, that the Provisions hereby made for the Children of the said intended Marriage, are intended and designed to go and be applied, and shall go and be applied in the first Place for or towards Payment and Satisfaction of such Part, Share or Proportion, as such Children, or any of them can, shall or may claim, or be intitled to out of or in the Personal Estate of the said *A. B.* by Virtue of the said Custom of *London*, or the Statute for Distribution of Intestates Estates; and that such Children, or any of them respectively, shall not be intitled to have or receive out of the other Parts of the Personal Estate of the said *A. B.* any other or further Sum or Sums of Money, by Virtue of the said Custom or Statute, than so much only as, together with what will belong or appertain to them respectively by Virtue of these Presents, will make up and answer his, her or their respective Parts, Shares or Proportions of the said Personal Estate, by Virtue of the said Custom and Statute, in such Manner as if what will so belong or appertain to the said Children, or any of them by Virtue of these Presents, was added to or made Part of the said Personal Estate. **And** the Provisions which shall be made for these Children, or any of them, by Virtue of these Presents, are intended and agreed by all the said Parties to these Presents, to be taken and esteemed as Money paid by the said *A. B.* in Part of the Advancement of the said Children respectively: **And** in case any of the said Children shall by Suit at Law, or in Equity, endeavour to recover any other or further Part of the said Personal Estate, than shall be agreeable to the true Intent and Meaning of these Presents, every such Child shall forfeit and lose his Share or Part of the Provisions hereby intended to be made for him or her; and the same shall in such Case go and be paid to the Executors or Administrators of the said *A. B.* to be applied and disposed of as Part of his Personal Estate; **And** in case of the Death of any of the said Trustee or Trustees, during the Lives of the said *A. B.* and *C. D.* or the Life of the Survivor of them, it is agreed by and between all the said Parties to these Presents, that they the said *A. B.* and *C. D.* or the Survivor of them, with the Consent of the surviving Trustee or Trustees, or either of them, may nominate and appoint some other fit Person or Persons to be Trustee or Trustees of and in the Premises, in the Room or Place of the Trustee or Trustees so dying; and that upon such Nomination or Appointment, the surviving Trustee or Trustees shall assign or convey all and singular the said

Covenant that in case the said *C. D.* shall survive the said *A. B.* she shall have 500 *l.* over and above all other Provisions:

Covenant that in case the said *C. D.* survive, she may wave this present Settlement, within six Months after Probate of the Will of the said *A. B.* and take her Share of the Personal Estate, according to the Custom of *London*.

And in case the said *C. D.* relinquish this present Settlement, she shall be utterly debarred from all the Benefit of it.

Proviso, that if she relinquish not within the six Months as above, she shall be debarred from so doing.

Provision for the Children that shall be born of the intended Marriage.

If any of the Trustees die in the Life of the said *A. B.* and *C. D.* they or the Survivor of them, together with the surviving Trustees to name and appoint another.

Trust-Estate, in such Manner as that the surviving Trustee or Trustees, and such Person or Persons so to be nominated and appointed, shall from thenceforth be jointly and equally concerned and interested in the several Trusts herein before expressed, in the same or the like Manner, as such Survivor or Survivors, and the Party or Parties so dying would have been in case he or they had not died; and so as often as any Trustee shall happen to die during the Life of the said *A. B.* and *C. D.* or the Survivor of them, such Nomination and Assignment, or Conveyance as aforesaid, shall or may be made in Manner as aforesaid. **In Witness, &c.**

And such Trustee so nominated to have the same Power as the Party so dying would have had

A Lease and Release for the suffering a Recovery, with a Marriage Settlement made in Pursuance thereof. The Lease for a Year.

THIS Indenture made the sixteenth Day of May, &c. Between *T. B.* Esq; of the one Part, and *T. W.* of the other Part, Witnesseth, That for and in Consideration of 5*s.* of lawful Money of Great Britain to the said *T. B.* in Hand at or before the Sealing and Delivery of these Presents, by the said *T. W.* well and truly paid, the Receipt whereof is hereby acknowledged, he the said *T. B.* hath bargained and sold, and by these Presents doth bargain and sell unto the said *T. W.* all that Messuage, &c. (prout in the release *usq;* and the Reversion, &c.) and the Reversion and Reversions, Remainder and Remainders, Rents, Issues, and Profits of all and singular the said Premises, and every Part and Parcel thereof, with their and every of their Rights, Members and Appurtenances; **To have and to hold** the said Messuage, &c. and all and singular other the Premises herein before mentioned or intended to be hereby bargained or sold, with their and every of their Rights, Members and Appurtenances, unto the said *T. W.* his Executors, Administrators and Assigns, from the Day next before the Day of the Date of these Presents, for and during the Term of one whole Year, from thence next ensuing, and fully to be compleat and ended; **Yielding and paying** therefore unto the said *T. B.* his Heirs and Assigns the Rent of one Pepper-Corn only, on the last Day of the said Term, if the same shall be demanded; **To the Intent and Purpose**, That by Virtue of these Presents, and of the Statute for transferring Uses into Possession, the said *T. W.* may be in the actual Possession of all and singular the said hereby bargained Premises, with their Appurtenances, and may thereby be enabled to accept and take a Grant or Release of the Reversion and Inheritance thereof to him and his Heirs, in such Manner and for such Uses, Intents and Purposes as the said *T. B.* doth intend to grant or release the same by Indenture, intended to bear Date the Day next after the Day of the Date of these Presents. **In Witness, &c.**

The Consideration.

Covenant of Bargain and Sale.

Habendum to the Lessee, &c. for a Year.

Redendum of a Pepper Corn only at the End of the Term;

To the Intent the Lessee may be in Possession, and thereby enabled to take a Grant in Fee of the Premises.

Indenture of Release for making a Tenant to the Freehold, in Order for suffering a Recovery.

THIS Indenture Tripartite, made the 17th Day of May, &c. Between *T. B.* of, &c. Esq; of the first Part, *T. P.* of, &c. Gent. on the second Part, and *T. W.* of, &c. Gent. on the third Part, Witnesseth, That for the docking and barring of all Estates-Tail of and in the Messuage or Tenement, and all other the Hereditaments herein mentioned, with their Appurtenances, and all and every the Remainder and Remainders, thereupon dependant or expectant, and for settling the said Messuage or Tenement, and other the Hereditaments, with their Appurtenances, to, for and upon the Uses, Intents and Purposes herein after particularly expressed and declared, **And for** and in Consideration of 5*s.* of lawful British Money to the said *T. B.* in Hand paid by the said *T. W.* at or before the Sealing and Delivery of these Presents, the Receipt whereof is hereby acknowledged, and for other good Causes and Considerations him hereunto moving, he the said *T. B.* hath bargained, sold and released, and by these presents doth bargain, sell and release, unto the said *T. W.* (in his actual Possession now being, by Virtue of a Bargain and Sale thereof to him made by the said *T. B.* by Indenture dated the Day next before the Day of the Date of these Presents for one Year from the Day next before the Date of the same Indenture, in Consideration of 5*s.* of lawful Money paid by the said *T. W.* to the said *T. B.* and by Force of the Statute for transferring Uses into Possession) and to his Heirs, all that Messuage, &c. and all and every the Cellars, Solars, Chambers, Rooms, Stables, Out-houses, Yards, Grounds, Ways, Passages, Waters, Water-courses, Lights, Easements, Profits, Commodities, Hereditaments and Appurtenances whatsoever, to the said messuage or Tenement belonging or in any wise appertaining, or therewith or with any Part thereof, demised, letten, used, occupied or enjoined, or accepted, reputed, taken or known, as Part, Parcel or Member thereof, and the Reversion and Reversions, Remainder and Remainders, Rents, Issues and Profits of all and singular the same Premises, and

The Intent of this Release to cut off an Entail.

The Consideration.

Covenant of Release.

Recital of the Lease.

The Premises.

Habendum to the Releasee in Fee.

To the Intent he may become Tenant of the Premises, and suffer a Common Recovery thereof. Covenant for the suing out a Writ of Disseisin en le Posse, and for the suffering a Common Recovery with double Voucher.

Covenant that the said Common Recovery shall enure to the sole Use of the Conusee, his Heirs and Assigns for ever.

and every Part and Parcel thereof, with their and every of their Appurtenances, and also all the Estate, Right, Title, Interest, Claim and Demand of him the said *T. B.* of, in, to or out of the said hereby released Premises, with the Appurtenances or any Part or Parcel thereof in any wise howsoever; **To have and to hold** the said Messuage or Tenement, and all and singular other the Premises herein before mentioned or intended to be hereby released, with their Appurtenances unto the said *T. W.* his Heirs and Assigns, **To** the Use and Behoof of him the said *T. W.* his Heirs and Assigns for ever; **Yet** nevertheless to the Intent that by Virtue of the said Indenture of Bargain and Sale, and of these Presents, he the said *T. W.* may be and become a good and perfect Tenant of the immediate Freehold and Inheritance of all and singular the said hereby released Premises, with their Appurtenances, against whom a Common Recovery may be had, perfected and executed in such Manner as is herein after mentioned. **And** for that Purpose it is covenanted, concluded and agreed by and between all the said Parties to these Presents, that before the End of *Michaelmas* Term next ensuing the Date of these Presents, at the proper Costs and Charges of the said *T. B.* one Writ of Entry *Sur Disseisin en le posse* shall or may be brought, commenced and prosecuted, returnable before his Majesty's Justices of the Court of Common Pleas at *Westminster*, in the Name of the said *T. B.* as Plaintiff or Demandant against the said *T. W.* as Tenant, whereby the said *T. B.* shall demand against the said *T. W.* the said Messuage or Tenement, and all and singular other the said hereby released Premises, with their Appurtenances, by such apt and convenient Names and Descriptions as shall be proper in that Behalf, to which Writ the said *T. W.* shall appear *Gratis* in his own proper Person, or by his Attorney or Attornies lawfully authorized, and shall and will vouch or call to warrant the same Premises the said *T. B.* who shall also appear *Gratis* in his own proper Person, or by his Attorney or Attornies lawfully authorized, and shall and will enter into the said Warranty, and vouch over to warrant the same Premises the common Vouchee, who shall thereupon appear and enter into the said Warranty, and after Imparlance make Default, and such further or other Proceedings be had upon the said Writ, and all the said Parties shall so demean themselves therein, that one good and perfect Common Recovery with double Voucher, shall or may be had, suffered, perfected and executed, of, for, or upon all and singular the said hereby released Premises, with their Appurtenances, in all Things according to the usual Course, Order and Form of Common Recoveries, with double Voucher, for Assurance of Lands, in such Cases used. **And** it is farther covenanted, concluded, declared, and fully agreed by and between all the said Parties to these Presents, for themselves and their Heirs, and it is their true Intent and Meaning, that the said Common Recovery so as aforesaid, or in any other Manner to be had, suffered or executed, of, for or upon the said hereby released Premises, or any Part thereof, and the full Force, Effect and Execution thereof, and also all and every other Common Recovery and Recoveries, Fine and Fines, and other Assurances had, made, levied, suffered or executed, or to be had, made, levied, suffered of, for, or upon the Premises, or any Part thereof, to which the said Parties to these Presents, or any of them is, or are or shall be Parties, or Party or Privy, shall be and enure, and shall be construed, expounded, deemed and taken to be and enure, to the only proper Use and Behoof of the said *T. B.* his Heirs and Assigns for ever, and to and for no other Use, Intent or Purpose whatsoever. **In Witness, &c.**

A Marriage Settlement by Release specially drawn.

Consideration of Marriage, and of Divers Settlements of Lands, &c. to the Uses herein after declared.

And for the settling of a Jointure, &c.

THIS Indenture Tripartite, made, **Between** *T. B.* Esq; eldest Son and Heir of *H. B.* of the first Part, *M. N.* only Daughter and Heir of *J. N.* Esq; of the second Part, and *J. B.* and *T. N.* of the third Part, **Witnesseth**, That in Consideration of a Marriage intended by God's Permission to be had and solemnized between the said *T. B.* and *M. N.* and of the Conveyance and Settlement herein after made by the said *M. N.* of the Manor, Messuages, Lands, Tenements and Hereditaments, with their Appurtenances belonging to her, herein after particularly mentioned being Freehold, and of the Surrender herein after agreed to be made by her of several Lands, Tenements and Hereditaments to her also belonging being Copyhold, to such Uses, Intents and Purposes as are herein after expressed; **And** also, in Consideration of such further Advancement and Benefit in Money, Lands and otherwise, as will accrue or arise to the said *T. B.* by the said intended Marriage, and for the settling and assuring of a competent Jointure and Maintenance for the said *M. N.* during her Life, and also for the settling, conveying and assuring of the Manor, Messuages, Lands, Tenements and Hereditaments, with their Appurtenances, belonging to the said *T. B.* herein after particularly mentioned being Freehold, and for the surrendering and settling of such other Messuages Lands, Tenements and Hereditaments, with their Appurtenances, belonging to the said *T. B.* as are herein after particularly mentioned being Copyhold,

Copyhold, **To** such Uses, Intents and Purposes, and in such Sort, Manner and Form as are herein after expressed and declared, and for and in Consideration of 5*s.* of lawful Money of Great Britain by the said *J. B.* and *T. N.* to the said *T. B.* in Hand, at or before the Sealing and Delivery of these Presents, well and truly paid, the Receipt whereof is hereby acknowledged, and for divers other good Causes and Considerations him hereunto moving, he the said *T. B.* hath granted, bargained, sold, released and confirmed, and by these Presents doth grant, bargain, sell, release and confirm unto the said *J. B.* and *T. N.* (in their actual Possession now being by Virtue of a Bargain and Sale to them made by the said *T. B.* by Indenture Tripartite, between the said *T. B.* on the first Part, the said *M. N.* on the second Part, and the said *J. B.* and *T. N.* on the third Part, bearing Date on the Day next before the Day of the Date of these Presents, in Consideration of five Shillings of lawful British Money to him in Hand paid by the said *J. B.* and *T. N.* for the Term of one Year from the Day next before the Day of the Date of the said Indenture, and by Force of the Statute for transferring Uses into Possession) and to their Heirs, **All** that the Manor of, &c. and also all the Estate, Right, Title, Interest, Use, Possession, Property, Benefit, Trust, Claim and Demand whatsoever of him the said *T. B.* of, in, to or out of all and singular the said Manor, Messuages, Lands, Tenements, Hereditaments, and other the Premises herein before mentioned or intended to be hereby granted, bargained, sold or released, or any Part or Parcel thereof in any wise howsoever (except as before excepted) **To have and to hold** the said Manor, Messuages, Lands, Tenements and Hereditaments herein before mentioned or intended to be hereby released, with their and every of their Rights, Members and Appurtenances (except as before excepted) unto the said *J. B.* and *T. N.* and their Heirs, **To** and for the several Uses, Intents and Purposes herein after declared, expressed, limited or appointed, as well for and concerning the said Premises herein before released by the said *T. B.* as for and concerning the Manor, Lands, Tenements and Hereditaments, with their Appurtenances, herein after mentioned and intended to be hereby released by the said *M. N.* and to and for no other Use, Intent or Purpose whatsoever. **And this Indenture further witnesseth**, that in Consideration of the said intended Marriage and of the Jointure and Maintenance intended to be made and provided for the said *M. N.* during the Term of her natural Life, in and by this present Indenture, or pursuant to the Covenants and Agreements herein contained, and for the settling of the Manor, Messuages, Lands, Tenements, and Hereditaments, with their Appurtenances, next herein after mentioned, being Freehold, and belonging to her the said *M. N.* **To** and for the Uses, Intents and Purposes herein after mentioned and expressed. **And** also in Consideration of five Shillings of like lawful Money, by the said *J. B.* and *T. N.* to her the said *M. N.* in Hand at or before the Sealing and Delivery of these Presents well and truly paid, the Receipt whereof is hereby acknowledged, and for divers other good Causes and Considerations her hereunto moving, she the said *M. N.* hath bargained, sold, released and confirmed, and by these Presents doth bargain, sell, release and confirm, unto the said *J. B.* and *T. N.* (in their actual Possession now being, by Virtue of a Bargain and Sale to them made by the said *M. N.* by the above mentioned Indenture Tripartite, bearing Date the Day next before the Day of the Date of these Presents, in Consideration of five Shillings of lawful British Money to her in Hand paid by the said *J. B.* and *T. N.* for the Term of one Year from the Day next before the Day of the Date of the said Indenture, and by Force of the Statute for transferring Uses into Possession) and to their Heirs, **All** that the Manor of, &c. and also all the Estate, Right, Title, Interest, Use, Possession, Property, Benefit, Trust, Claim and Demand whatsoever of her the said *M. N.* of, in, to or out of all and singular the said Manor, Messuages, Lands, Tenements, Hereditaments, and other the Premises herein before mentioned or intended to be hereby by her the said *M. N.* bargained, sold or released, or any Part or Parcel thereof in any wise howsoever. **To have and to hold** the said Manor, Messuages, Lands, Tenements and Hereditaments herein before mentioned or intended to be by the said *M. N.* hereby released, with their and every of their Rights, Members and Appurtenances, unto the said *J. B.* and *T. N.* and their Heirs, **To** and for the several Uses, Intents and Purposes herein after declared, expressed, limited or appointed, (that is to say) As for and concerning all and singular the Premises herein before mentioned or intended to be hereby released by the said *T. B.* as aforesaid, with their Appurtenances, **To the Use and Behoof** of the said *T. B.* his Heirs and Assigns, until the Solemnization of the intended Marriage. **And** as for and concerning all and singular the Premises herein before mentioned and intended to be hereby released by the said *M. N.* as aforesaid, with their Appurtenances, **To the Use and Behoof** of the said *M. N.* her Heirs and Assigns, until the Solemnization of the said intended Marriage. **And** from and immediately after the Solemnization of the said intended Marriage, **Then** as for and concerning all and singular the Premises herein before mentioned or intended to be hereby released, as well by the said *T. B.* as by the said *M. N.* with their and every of their Appurtenances, **To**

Covenant of Release, &c.

Habendum to the Releasees for the several Uses herein after declared.

Another Covenant of Release of other Premises, in Trust to secure a jointure and for other Uses.

The Premises;

The Habendum in Trust for the Uses following, viz. Part of the Premises to the Use of the Husband, and other Part to the Use of the Wife, till the Solemnization of the Marriage;

Then to the Husband for the Life.

the Use and Behoof of the said *T. B.* for and during the Term of his natural Life, without Impeachment of or for any Manner of Waste, and from and after the Determination of that Estate, **To the Use** of the said *J. B.* and *T. N.* their Heirs and Assigns, for and during the natural Life of the said *T. B.* **Upon Trust** only for preserving the Contingent Uses and Estates herein after limited, and to make Entries for the same if Need shall require: **But** that the said *J. B.* and *T. N.* their Heirs or Assigns, shall permit and suffer the said *T. B.* and his Assigns, to receive and take the Rents, Issues and Profits thereof, and of every Part thereof, to his and their own Use, and from and immediately after the Death of the said *T. B.*

And after his Decease to the Use of the Wife for Life, with Power to sell and sell Timber, &c.

To the Use and Behoof of the said *M. N.* for and during the Term of her natural Life, with full Power and Liberty for her the said *M. N.* and her Assigns, to cut, sell and dispose of all the Woods, Timber, Timber Trees, and other Trees growing upon or to grow upon any of the Woods, Lands and Wood Grounds hereby released and conveyed by her the said *M. N.* in such Manner as the same have heretofore been usually cut, felled or disposed of, or may be by the Custom or Usage of the Country in which the same are situate; which said Estate of the said *M. N.* for her Life, is and shall be in Part of her Jointure, which is to be made up and compleated by the Estates for Life intended to be limited to her, of and in the several Copyhold Messuages, Lands, Tenements and Hereditaments herein after mentioned and intended to be surrendered by the said *T. B.* and *M. N.* and of and in the Freehold Messuages, Lands, Tenements and Hereditaments intended to be purchased by the said *T. B.* pursuant to the Covenants and Agreements for these Purposes herein after contained, in full Recompence, Lieu and Satisfaction of and for all Dower which the said *M. N.* may or might otherwise have, claim or challenge in all or any the Manors, Messuages, Lands, Tenements or Hereditaments of the said *T. B.* her intended Husband. **And** from and immediately after the Decease of the said *M. N.*

And after her Decease, to the Use of the first, second, third, &c. Son, of the Husband and Wife lawfully begotten.

To the Use and Behoof of the first Son of the said *T. B.* on the Body of the said *M. N.* lawfully to be begotten, and the Heirs Male of the Body of such first Son lawfully to be begotten. **And** for Default of such Issue, **To the Use and Behoof** of the second Son of the said *T. B.* on the Body of the said *M. N.* lawfully to be begotten, and the Heirs Male of the Body of such second Son lawfully to be begotten. **And** for Default of such Issue, **To the Use and Behoof** of the third Son of the said *T. B.* on the Body of the said *M. N.* lawfully to be begotten, and the Heirs Male of the Body of such third Son lawfully to be begotten. **And** for Default of such Issue, **To the Use and Behoof** of the fourth Son of the said *T. B.* on the Body of the said *M. N.* lawfully to be begotten, and the Heirs Male of the Body of such fourth Son, lawfully to be begotten. **And** for Default of such Issue, **To the Use and Behoof** of the fifth, sixth, seventh, eighth, ninth, tenth, and all and every other the Son and Sons of the said *T. B.* on the Body of the said *M. N.* lawfully to be begotten, severally and successively one after another in Order and Course, as they shall be in Seniority of Age and Priority of Birth, and of the several Heirs Male of their several and respective Bodies lawfully to be begotten; the Elder of the said Sons, and the Heirs Male of his Body, being always preferred before the Younger and the Heirs Male of their Bodies. **And** for Default of such Issues, then in case the said *M. N.* shall happen to be Enfeint with Child or Children by the said *T. B.* at the Time of his Death, **To the Use and Behoof** of the said *J. B.* and *T. N.* and their Heirs, until the said *M. N.* shall be of such Child or Children delivered, or die, which shall first happen, **In Trust** for the Benefit of such after-born Child or Children. **And** if such after-born Child or after-born Children shall happen to be a Son or Sons, then to the Use of such after-born Son and after-born Sons severally and successively, as they shall be in Priority of Birth, and of the Heirs Male of the Body and Bodies of such after-born Son and after-born Sons; the Elder of such after-born Sons, and the Heirs Male of his Body, being preferred to take before the Younger of such after-born Sons and the Heirs Male of his Body. **And** for Default of such Issue, **To the Use and Behoof** of the said *J. B.* and *T. N.* their Executors, Administrators and Assigns, for and during, and unto the full End and Term of 500 Years from henceforth next ensuing, and fully to be compleat and ended without Impeachment of Waste; **Nevertheless** upon such Trusts, and for such Uses, Intents and Purposes as are herein after declared, touching or concerning the said Term of Years. **And** from and immediately after the End, Expiration, Surrender and other Determination of the said Term of 500 Years, **Then** to the Use and Behoof of the said *T. B.* his Heirs and Assigns for ever. **And** it is hereby agreed and declared, by and between all and every of the said Parties to these Presents, and the true Intent and Meaning of the said Parties, and of these Presents is, **That** the said Term and Estate, so as aforesaid, limited to the said *J. B.* and *T. N.* their Executors, Administrators and Assigns for 500 Years, is upon this special Trust and Confidence, and to the Intent and Purpose, that in case there shall be no such Issue Male of the Body of the said *T. B.* on the Body of the said *M. N.* begotten, or there being such Issue Male, all of them shall happen to die without Heirs Male of their Bodies, before any of them shall attain to the Age of 21 Years, and there shall happen

And for Default of such Issue, to the Use of such Child as the Wife shall happen to be Enfeint with at the Time of the Husband's Death.

And for Default of such Issue, to the Use of the Trustees for 500 Years upon Trust: Remainder to the Husband in Fee.

Declaration of the Trust of the said Term of 500 Years, viz.

In case of Failure of Issue Male to raise Portions for Daughters,

to be one or more Daughter or Daughters of the Body of the said *T. B.* on the Body of the said *M. N.* his interded Wife begotten, living at the Time of Failure of such Issue Male, and the Heirs Male of their Bodies as aforesaid, or at any Time after, **Then** upon Trust that they the said *J. B.* and *T. N.* or the Survivor of them, or the Executors or Administrators of such Survivor shall and do by Sale or Demise of all or any Part of the said Manors, Messuages, Lands, Tenements, Hereditaments and other the said hereby released Premises, for all or any Part of the said Term of 500 Years, or by and out of the Rents, Issues and Profits of the said Premises or otherwise, as to them in their Discretion shall seem meet, levy and raise after the Death of the said *T. B.* or in his Life-time, if he shall signify his Consent thereunto by any Writing or Writings under his Hand and Seal, attested by two or more credible Witnesses, such Portion and Portions for such Daughter and Daughters as follows, *viz.* In case of one such Daughter only, then the Sum of 16,000 *l.* for such one Daughter, and in case there shall be two or more such Daughters, then the Sum of 20,000 *l.* for the Portions of such two or more Daughters, to be equally divided between or amongst them, Share and Share alike. The same Portion and Portions to be paid at such Times, and in such Manner as is herein after mentioned, (that is to say) In case there shall be only one such Daughter, then the said Sum of 16,000 *l.* so to be levied and raised for the Portion of such one Daughter shall be paid to her at her Age of 21 Years or Day of Marriage, which shall first happen, in case the said *T. B.* shall be then dead, and in case he shall be then living, then within six Calendar Months next after his Decease, with Interest for the same, from and after his Decease, after the Rate of 5 *l. per Cent. per Ann.* unless the said *T. B.* shall have appointed or consented to the Payment thereof, as aforesaid, in his Life-time. **And** in case there shall be two or more such Daughters, then the said Sum of 20,000 *l.* (so to be levied and raised for the Portions of such two or more Daughters) shall be equally divided and paid unto and amongst such Daughters, at their respective Ages of 21 Years, or Days of Marriage, which shall first respectively happen, in case the said *T. B.* shall be then dead, and in case he shall be then living, then within six Calendar Months next after his Decease, with Interest for the same, from and after his Decease, after the Rate of 5 *l. per Cent. per Ann.* unless the said *T. B.* shall have appointed or consented to the Payment of such Portions, or any of them as aforesaid, in his Life-time. **And** upon this further Trust, that they the said *J. B.* and *T. N.* or the Survivor of them, and his Executors or Administrators, shall and do after the Death of the said *T. B.* by and out of the Rents and Profits of the said Manors, Messuages, Lands, Tenements and Premises so limited to them the said Trustees for the Term of 500 Years, as aforesaid, or by mortgaging some Part or Parcel thereof, after the Death of the said *T. B.* and in the Life of the said *M. N.* subject to her Estate for Life in the mean Time, and until the Portion or Portions of the said Daughter or Daughters shall become payable as aforesaid, raise, levy and pay such yearly Sum of Sums of Money for the Maintenance and Education of such Daughter and Daughters, as to the said *J. B.* and *T. N.* or the Survivor of them, or his Executors or Administrators shall seem meet, such yearly Maintenance not exceeding the Interest of their respective Portions, at the Rate of 5 *l. per Cent. per Ann.* **And** upon this further Trust and Confidence, that the Overplus of the said Rents and Profits over and besides what shall be applied for the Portion or Portions, Maintenance and Maintenances of the said Daughter and Daughters, shall, until some such Portion or Portions shall become payable, be paid to the Persons who shall for the Time being, be next in Remainder or Reversion of the Premises so limited for the said Term of 500 Years, as aforesaid. **Provided always,** and it is hereby declared, That no such Sale shall be made as aforesaid, until some such Portion or Portions shall become payable as aforesaid. **And** that if any such Daughter or Daughters shall happen to die before her or their Portion or Portions shall become payable as aforesaid; then the Portion or Portions of her or them so dying, shall go to and be equally divided amongst the Survivors and Survivor of them, Share and Share alike, in case of more than one, and shall be paid at such Time and Times, as her or their original Portion or Portions shall become payable. **Provided** nevertheless, and it is declared and agreed that no one such Daughter shall by Survivorship, or otherwise, have or be intitled to receive out of the said Premises so limited to the said Trustees as aforesaid, above the Sum of 16,000 *l.* intended as aforesaid for the Portion of one Daughter. **Provided also,** and it is hereby declared, That if the said *T. B.* shall give any Marriage Portion, or Marriage Portions, with any such Daughter or Daughters, or any Lands, Tenements or Hereditaments, shall any way descend or come to any such Daughter or Daughters, then such Portion, Lands, Tenements and Hereditaments, shall be reckoned and taken in full (if equal with) or in Part (if not equal with) such Portion or Portions, as is or are hereby intended for such Daughter or Daughters, unless the said *T. B.* shall by some Writing under his Hand and Seal, attested by two

Either by Sale or Demise of the Premises.

How the said Portions to be paid.

The Trustees, after the Death of the Husband to pay such yearly Sums for the Education and Maintenance of Daughters, as they shall think fit.

And the Overplus of the Rents and Profits to be paid to the next in Remainder. **Provido** no Sale to be made till a Portion become payable. **And** that if any such Daughter shall happen to die, her Portion to be divided among the surviving Daughters.

Provido that no one Daughter shall have above 16000 *l.* for her Portion.

Provido in case a Portion be paid, or any Lands, &c. descend to any such Daughter, the same to be taken in full or in Part of her Portion.

or

Upon further Trust that if the said Portions shall be paid by the Husband, the Trustees shall surrender to him the said Term of five hundred Years

Provido that the Trustees shall not be answerable the one for the other.

Recital that the Husband is seised of Copyhold Messuages, &c.

Covenant to surrender the same to the Use of himself till the Marriage.

And for the Term of his natural Life. And after the Determination of that Estate, to the Trustees, in Trust to preserve the contingent Remainders, and after his Decease to the Use of the Wife for Life, with such Limitations and Remainders as are above limited of the Freehold Estate.

Covenant that the Husband shall procure the Wife to be admitted, &c. Recital that the Wife is seised of several Copyhold Estates.

Covenant that she will surrender the same to the same Uses as the Copyhold Premises belonging to the Husband are agreed to be surrendered.

or more credible Witnesses declare the contrary. **And** upon this further Trust and Confidence, that after the said Sum of sixteen thousand Pounds shall be levied and raised for such one Daughter, or the said Sum of twenty thousand Pounds for such two or more Daughters, together with all Costs, Charges and Expences in or about the levying or raising thereof, or in case the said *T. B.* his Heirs or Assigns shall pay the said Sum of sixteen thousand Pounds to such one Daughter, or the said Sum of twenty thousand Pounds to such two or more Daughters, at such Time or Times as are herein before respectively limited or appointed for Payment thereof, or any Part thereof, that then or at any Time afterwards, they the said *J. B.* and *T. N.* their Executors, Administrators and Assigns shall and will upon the reasonable Request, and at the proper Costs and Charges of the said *T. B.* his Heirs or Assigns, surrender and yield up the said Estate and Term of five hundred Years to the said *T. B.* his Heirs or Assigns, or to such Person or Persons as he or they shall direct or appoint. **Provided likewise**, and it is hereby declared and agreed by and between all the said Parties to these Presents, that neither of them the said *J. B.* or *T. N.* nor neither of their Heirs, Executors or Administrators, shall in or about the Execution of the said Trusts be answerable or accountable for the Act, Deed, Receipt or Default of the other of them, his Heirs, Executors or Administrators, but each for himself and his own Heirs, Executors and Administrators, and his and their own Acts, Deeds, Receipts or Defaults only; nor shall any of them respectively be answerable or accountable for any Money, which shall be levied or raised out of the said Trust-Estate, but what shall be actually received by them, or their Order respectively. **And whereas** the said *T. B.* stands seised to the Use of him and his Heirs, according to the Customs of the several Manors herein after mentioned, of and in the several Copyhold Messuages, Lands, Tenements and Hereditaments, with their Appurtenances in the said County of *E.* next herein after described and set forth, lying contiguous or near adjoining to several Parts of the above mentioned Freehold Premises belonging to the said *T. B.* (that is to say) all that Customary Messuage, &c. — To which said Customary Messuage the said *T. B.* was admitted upon the Surrender of *A. B.* made on or about the tenth Day of *March*, *Anno Dom.* 1690. as by the Copies of the said several Admissions, and the Court Rolls, of the said several Manors, Relation being thereunto respectively had, may more fully appear: **Now this Indenture further witnesseth**, that the said *T. B.* in Consideration of the said intended Marriage, and for the other Considerations above mentioned, doth hereby covenant, promise and agree to and with the said *J. B.* and *T. N.* their Heirs and Assigns, that he the said *T. B.* shall and will within one Month next ensuing the Date of these Presents, according to the Customs of the said respective Manors, whereof the above mentioned Copyhold Messuages, Lands, Tenements and Hereditaments, belonging to the said *T. B.* are respectively holden, surrender into the Hands of the Lords of the said respective Manors, the said several and respective Messuages, Lands, Tenements and Hereditaments, which are respectively held of the said Manors, and all other the Customary Messuages, Lands, Tenements and Hereditaments of him the said *T. B.* or of any other Person or Persons in Trust for him, holden of the said respective Manors by Copy of Court-Roll, with their and every of their Appurtenances, to the Use of the said *T. B.* his Heirs and Assigns, until the Solemnization of the said intended Marriage, and from and immediately after the Solemnization of the said intended Marriage, to the Use of the said *T. B.* during the Term of his natural Life, and after the Determination of that Estate, to the Use of the said *J. B.* *T. N.* and their Heirs, during the natural Life of the said *T. B.* **In Trust** to preserve the Contingent Remainders, herein after to be limited, and to make Entries for the same if needful, but not to convert the Rents, Issues or Profits thereof, to their or any of their own Use; **And** from and immediately after the Decease of the said *T. B.* to the Use of the said *M. N.* for the Term of her natural Life, with all such other Remainders and Limitations over as are herein before expressed, limited or appointed, touching or concerning the said Freehold Manors, Messuages, Lands, Tenements and Hereditaments herein before mentioned or intended to be hereby released as aforesaid. **And further**, that he the said *T. B.* shall and will at his own proper Costs and Charges at the first Court which shall be held for the said respective Manors, next after the Solemnization of the said intended Marriage, cause or procure the said *M. N.* to be admitted Tenant, according to the Customs of the said respective Manors, for the Term of her natural Life, of or to the several Copyhold Premises holden of the said Manors respectively, as aforesaid. **And whereas** the said *M. N.* stands seised, to the Use of her and her Heirs, according to the Custom of the Manor of *B.* in the County of *B.* of and in all that Messuage, &c. — To which said Copyhold Premises the said *M. N.* was admitted upon or about the tenth Day of *May*, *Anno Dom.* 1712. as Daughter and Heir of the above named *J. N.* her late Father. **Now this Indenture further witnesseth**, that the said *M. N.* in Consideration of the said intended Marriage, and for the several other Considerations above mentioned, doth hereby covenant and agree with the said *J. B.* and *T. N.* their Heirs and Assigns, that she the said *M. N.* shall and will within one

Month

Month next after the Date of these Presents, according to the Custom of the said Manor of *B.* surrender into the Hands of the Lord of the said Manor, the said last mentioned Copyhold Messuage, &c. and all other her Customary Messuages, Lands Tenements and Hereditaments, with their Appurtenances, holden of the said Manor; **To** the Use of the said *M. N.* her Heirs and Assigns, until the Solemnization of the said intended Marriage, and from and immediately after the Solemnization of the said intended Marriage, to such Uses, Intents and Purposes as the Copyhold Premises belonging to the said *T. B.* are herein above agreed to be surrendered. **Provided always,** And it is hereby declared and agreed by and between all the Parties to these Presents, that if the Lords of the said several Manors, of whom the said Copyhold Premises belonging to the said *T. B.* or *M. N.* are respectively holden, or any of them, shall not think fit to admit or accept the Surrender of the said Copyhold Premises holden of their respective Manors, to the Use of the said *J. B.* and *T. N.* their Executors, Administrators and Assigns, for the above-mentioned Term of five hundred Years, upon the Trusts, and for the Intents and Purposes herein above expressed; **Then** instead of the Limitation of such Parts of the said Copyhold Premises respectively, whereof such Surrender or Surrenders to that Use shall not be admitted or accepted, the same shall be respectively limited in Default of Sons or their Issue, in case there be any Daughter or Daughters of the said *T. B.* by the said *M. N.* living at the Time of the Death of the said *M. N.* to the Use of the said *J. B.* and *T. N.* their Heirs and Assigns, until such Portion or Portions as aforesaid, for one or more such Daughter or Daughters shall be levied, raised and paid; **And** in Trust, that they the said *J. B.* and *T. N.* their Heirs and Assigns shall levy, raise and pay such Portion or Portions as well by or out of the said Copyhold Premises, as the Freehold Premises herein above-mentioned, or some Part or Parcel thereof, in such Manner, and at such Time and Times, as the said *J. B.* and *T. N.* their Executors, Administrators or Assigns are directed or impowered to levy, raise or pay the same in or by this present Indenture, out of the Freehold Premises so limited to them as aforesaid for the Term of five hundred Years; **And** from and after the levying, raising and paying of the said Portion or Portions, and all Costs, Charges and Expences, in and about the same; **And** in case there shall be no such Daughter or Daughters living at the Time of the Death of the said *M. N.* then to the Use of the said *T. B.* His Heirs and Assigns for ever. **And whereas** it is agreed between the said *T. B.* and *M. N.* that the said several Freehold and Copyhold Premises, are and shall be taken to be of the clear yearly Value of four hundred and seventy-two Pounds, and that other Freehold Messuages, Lands, Tenements and Hereditaments of the clear yearly Value of three hundred and thirty Pounds, above all Charges and Reprizes, (except Parliamentary Taxes) shall be with all convenient Speed, purchased by the said *T. B.* and conveyed and settled to, for or upon the same Uses, Trusts, Intents and Purposes as the said Freehold Premises herein above-mentioned, are by this present Indenture conveyed or settled, or mentioned or intended to be conveyed or settled. **And whereas** the said *T. B.* for better securing the Performance of the said Agreement, **Hath** by Indenture under his Hand and Seal, bearing even Date with these Presents, assigned and transferred to the said *J. B.* and *T. N.* their Executors, Administrators and Assigns, the several Annuity Orders particularly mentioned in the Schedule hereunto annexed, together with the several Tallies thereunto belonging; which Annuities amount in the whole to the Sum of two hundred and fifty Pounds *per Ann.* and are payable at the Receipt of his Majesty's *Exchequer*, out of the Duties on Coals, Culm, Cynders, &c. for the Remainder of a Term of ninety-nine Years, commencing from the twenty-fifth Day of *March* in the Year of our Lord one thousand seven hundred and six; **And** hath also assigned by Indorsement under his Hand, bearing even Date with these Presents, the several Orders in the Class Lotteries of the Years one thousand seven hundred and eleven, and one thousand seven hundred and twelve, in the said Schedule hereunto annexed particularly mentioned and described, for Payment of several Sums of Money amounting in the whole to the Sum of two Thousand six hundred seventy-five Pounds Principal Money, with Interest for the same, till the respective Times of Payment thereof, after the rate of six Pounds *per Cent. per Ann.* amounting together to one hundred sixty Pounds ten Shillings *per Ann.* as by the said Indenture, and the said Annuity and Class Orders, Relation being thereunto had, may more fully appear; which said Orders and the Annuities and other Sums of Money thereby payable, are, according to the present Value of Securities of the like Sort, now worth to be sold the Sum of seven thousand and fifty Pounds of lawful *British* Money: **It** is hereby declared, consented to, concluded, and agreed by and between all the said Parties to these Presents, that the said Annuity Orders and Class-Orders, and the several Annuities, and all other Sums of Money thereupon or thereby payable, or to become payable, are so assigned to the said *J. B.* and *T. N.* their Executors, Administrators and Assigns as aforesaid, **Upon the Trusts,** and to and for the Uses, Intents and Purposes herein after expressed, touching or concerning the same: (that is to say) **Upon trust,** that they the said *J. B.* and *T. N.* their Executors, Administrators or Assigns, shall sell and dispose of the said Orders, or any of them, and the said Annuities, and all other Sums of Money thereby respectively payable from

Proviso that if the Lords of the Manors will not accept of such Surrenders to the Use of the Trustees, then in Default of Issue male the same shall be limited to their Use to raise Daughters Portions. In the same Manner as they are above impowered to raise the same out of the Freehold Estate. And after the said Portions so raised, or in case there be no such Daughters, then to the Use of the Husband in Fee.

Recital that the Husband hath agreed to purchase other Freehold Lands.

And for that Purpose hath assigned to the Trustees several Annuity Orders.

And several Orders in the Class-Lotteries.

Upon Trust that the said Trustees shall purchase therewith such Freehold Lands, &c.

as shall be approved of by the Husband and Wife.

Or in Case of their Death, by their Executors or Administrators, or by the Trustees, or their Executors or Administrators.

Covenant that the said Lands, &c. when purchased, shall be settled to the same Uses as the Freehold Estates above mentioned are settled.

Covenant that until such Purchase, the Profits of the said Annuity and Class-Orders, shall go to such Persons as would be entitled to the Lands, if purchased. Provide that the Trustees may purchase such Copyhold Lands as are intermixed with the Freehold.

Agreement how the said Order shall be kept till they are sold. And that the Money arising by such sale shall be placed out in such Publick Stocks as the Trustees, &c. shall think fit till it be laid out in such Purchase as aforesaid.

Covenant that the Trustees shall not be answerable the one for the other.

Time to Time as there shall be Occasion for making such Purchases as are herein after mentioned, or when thereunto requested by the said *T. B.* and *M. N.* or the Survivor of them by Writing under their Hands, or the Hands of the Survivor of them, attested by two or more credible Witnesses, and that the Money arising by the Sale thereof, or any Part thereof, shall be paid, laid out and applied, in, for or about the purchasing of Freehold Lands, Tenements, or Hereditaments, of the clear yearly Value of three hundred and thirty Pounds over and above all Charges and Reprizes, (except Parliamentary Taxes,) which Lands Tenements and hereditaments, are to be purchased with all convenient Speed, pursuant to the aforesaid Agreement, either together or in Parcels, to be approved of by the said *T. B.* and *M. N.* or the Survivor of them, by Writing under their Hands, or the Hand of the Survivor of them, attested as aforesaid. **Or** in case of both their Deaths before such Purchase or Purchases to such yearly Value as aforesaid shall be so approved, then the Purchase of the said Lands, Tenements and Hereditaments, shall be approved of in manner as aforesaid, by the Executors or Administrators of the Survivor of them the said *T. B.* and *M. N.* and the said *J. B.* and *T. N.* or the Survivor of them, or the Executors or Administrators of such Survivor. **And** that the said Lands, Tenements and Hereditaments when so purchased, and every Part and Parcel thereof, with their Appurtenances, shall at the Time of every such Purchase respectively be conveyed, settled and assured to, for, and upon the same Uses, Trusts, Intents and Purposes, as the said Freehold Manors, Lands, Tenements and Hereditaments herein above mentioned and intended to be hereby released by the said *T. B.* are conveyed, settled, limited or appointed, or such of the said Trusts, Uses, Intents and Purposes, as shall not before that Time have been determined. **And upon further Trust,** That until the said Annuity and Class Orders shall be all sold, the said Annuities and Interest Money, and all other yearly Profits arising by or upon the said Orders, or any of them respectively remaining unsold, and also all the Interest and other Profits, which shall be made or proceed by or from the Money arising by the Sale of the said Orders, or any of them, until such Money shall be paid and laid out in the purchase of such Lands, Tenements and Hereditaments, as aforesaid, shall from Time to Time go and be paid to such Person and Persons, who should or would be intitled to the Rents or Profits of the Lands, Tenements, or Hereditaments, intended to be purchased with the said Money, in case the same had been so purchased and settled, according to the true Intent and Meaning of these Presents. **Provided** nevertheless, and it is agreed between all the said Parties to these Presents, that if any Lands, Tenements or Hereditaments, being Copyhold of Inheritance, shall happen to lie intermixed with or contiguous to any Freehold-Estate, which shall be thought fit to be purchased, with any Part of the said Trust-Money, and shall be approved of as aforesaid, then such Copyhold Lands, Tenements or Hereditaments may be purchased and paid for out of the said Trust-Money, and settled to the Uses aforesaid; any thing herein before contained to the contrary notwithstanding; so as such Copyhold Lands, Tenements and Hereditaments, do not exceed in the Whole the Annual Sum, or Annual Rent of thirty Pounds. **And further,** that the said Orders until the same shall be respectively sold as aforesaid, and the Tallies thereunto belonging, shall be kept locked up in a Chest or strong Box, to be provided for that Purpose, with four Locks and Keys, one of which Keys shall be kept by the said *J. B.* his Executors or Administrators, another by the said *T. N.* his Executors or Administrators, another by the said *T. B.* his Executors or Administrators, and the other by the said *M. N.* her Executors or Administrators, excepting only when it shall be necessary for the said Orders to be carried to the proper Offices for having the said Annuities and Interest directed and paid thereupon, for which Purpose the same shall so often be delivered out of the said Chest or Box to the said *T. B.* during his Natural Life, and after his Decease to the said *M. N.* during her Natural Life, and the said Orders shall from Time to Time be returned again by them respectively, with all convenient Speed, to the said Chest of Box and there locked up as aforesaid. **And** that the Money which shall arise by the Sale of any of the said Orders, and all such Sum and Sums of Money as shall happen to be paid by the Government, for or on Account of the Principal Money mentioned in the said Class-Orders, or any of them, or in Satisfaction or Discharge of the said Annuities, or any of them, shall from Time to Time, until the same shall be laid out in the Purchase of such Lands, Tenements or Hereditaments, as aforesaid, be placed out or disposed of on such Securities, or invested in such publick Stocks or Funds as the said *T. B.* and *M. N.* or the Survivor of them, his or her Executors or Administrators shall by Writing under their Hands, or the Hand of the survivor of them, or of his or her Executors or Administrators, direct, order or appoint. **And** that neither of the said *J. B.* or *T. N.* nor either of their Heirs, Executors or Administrators, shall be answerable or accountable for the Act, Deed, Receipt, or Default of the other of them, his Heirs, Executors or Administrators, but each for himself and his own Heirs, Executors and Administrators and his or their own Acts, Deeds, Receipts and Defaults only, nor shall any of them respectively be answerable for any Money, but what shall be actually received by

them,

them or their Order respectively. And that they the said *J. B.* and *T. N.* their Heirs, Executors and Administrators, shall and may have, take, receive, deduct, retain and keep by and out of the said Orders, and the Annuities and Interest thereby payable, or by and out of the Money arising by the Sale or Disposition thereof, or which shall be paid in Discharge of the said Orders, or the Interest or other Profits which shall proceed from such Money, all such Costs, Charges, Expences, Sum and Sums of Money as they or any of them respectively shall or may expend, pay, lay out, disburse or be put unto, for or about, touching or concerning the several Trusts hereby in them reposed, relating to the said Annuity and Class Orders, and the purchasing of such Estate or Estates, as aforesaid, or in or about the Discharge or Execution thereof, or any Part thereof, in any wise howsoever. And the said *T. B.* for himself, his Heirs, Executors and Administrators, doth hereby covenant and promise to and with the said *J. B.* and *T. N.* their Executors and Administrators, that in case a greater Sum of Money, than the above mentioned Sum of seven thousand and fifty Pounds shall be necessary for the complearing such Purchase of Lands, Tenements or Hereditaments, as aforesaid, of the clear yearly Value of three hundred and thirty Pounds above Charges and Reprizes (excepting Parliamentary Taxes) he the said *T. B.* his Heirs, Executors or Administrators, shall and will advance and pay such greater or farther Sum of Money when and as soon as the same shall be wanted for that Purpose. And it is agreed between all the said Parties to these Presents, that if after the said Lands, Tenements and Hereditaments, of such clear yearly Value as aforesaid, shall be fully purchased, and the Costs and Charges relating thereto paid and discharged, there shall be any Surplus or Remainder of the Money, payable by the said Orders, or arising by or from the same, such Surplus or Remainder of the Money, payable by the said Orders, or arising by or from the same shall belong and be paid to the said *T. B.* his Executors, Administrators or Assigns, to or for his or their own Use and Behoof. **Provided** always, and it is declared, concluded and fully agreed unto by and between all and every the Parties to these Presents, **That** it shall and may be lawful to and for the said *T. B.* from Time to Time, during his Life, and also to and for the said *M. N.* after his Decease, if she shall happen to survive him, and all and every other Person and Persons who shall be in Possession of the above mentioned Freehold and Copyhold Premises or any Part thereof, by Virtue of any of the Uses or Limitations herein contained, by any Writing or Writings under his, her, or their Hand and Seal, or Hands or Seals, to demise, grant, lease, limit or appoint, all or any Part of the said Freehold or Copyhold Manors, Messuages, Lands, Tenements, Hereditaments and Premises herein abovementioned and intended to be conveyed, limited or settled, or which shall be purchased in Pursuance of the aforesaid Agreement, to any Person or Persons whatsoever, for the Term of twenty-one Years, or for any Term or Number of Years not exceeding twenty-one Years in Possession; so as upon every such Lease or Leases, Demise or Demises, so much yearly Rent as is now yearly reserved or paid for the Premises thereby to be leased or demised, or a greater Rent, or a proportionable Part at least of such Rent as is now yearly reserved, where only Part of the said Premises now letten shall be so leased or demised, shall be reserved, to continue due and payable during the said several Leases and Demises, to such Person or Persons as shall from Time to Time be intituled to the next and immediate Reversion, Remainder or Inheritance of the said leased and demised Premises, expectant upon the Determination of such Lease or Leases, Demise or Demises, and so as the same be not dishonourable for Waste. And the said *T. B.* for himself, his Heirs, Executors and Administrators, doth covenant, promise and agree, to and with the said *J. B.* and *T. N.* their Executors and Administrators by these Presents, in Manner and Form following, (that is to say) That he the said *T. B.* for and notwithstanding any Act, Matter or Thing by him or the said *H. B.* his late Father deceased, had, made, committed, done or wittingly or willingly suffered to the contrary, (except as is herein after excepted) at and immediately before the Sealing and Delivery of this present Indenture, is solely, lawfully, rightfully and absolutely seised of, and in all and singular the said Freehold Manors, Messuages, Lands, Tenements, Hereditaments and Premises hereby granted or released, or mentioned or intended to be granted or released by him, with their Appurtenances of a good, sure, perfect and indefeasible Estate of Inheritance in Fee-simple, and is lawfully and rightfully seised of and in all and singular the said Copyhold Lands, Tenements and Hereditaments by him herein before covenanted to be surrendered, with their Appurtenances, of a good, sure, absolute and indefeasible Estate of Inheritance, according to the Custom of the several Manors whereof the same are respectively holden; And now hath in himself full Power and lawful and absolute Authority to bargain, sell, convey, release and surrender the said Freehold and Copyhold Premises, and every Part and Parcel thereof, unto and said *J. B.* and *T. N.* their Heirs and Assigns, **To** or for the Uses, Intents and Purposes herein before mentioned, touching or concerning the

And that they may reimburse themselves all their Expences, &c.

Covenant that in case a greater Sum be required to make the said Purchase than the said Orders, &c. shall raise, then the Husband to advance the same.

Covenant that the Husband shall have the Surplus Money, if any be after the Purchase made.

Proviso, that any of the Parties who shall be in Possession of the Premises may Lease any or all of them, for any Term not exceeding twenty one Years, reserving at least such a Rent as is now yearly reserved.

Covenant that the Grantor is lawfully seised in Fee-simple of and in all the Premises, as well Freehold as Copyhold.

And hath full Power to bargain and convey the same, to the Uses before mentioned.

Covenant that
the Premises
are free from
all Incum-
brances,

Except two
Indentures of
Lease,

And the Re-
mainder of a
Term of five
hundred
Years ;

Except also
the Rents, &c.
due to the
Chief Lords
&c.

Covenant to
make further
Assurance,
&c.

same, and in Manner and Form aforesaid: And that all the said Premises now are and be, and so from henceforth shall remain and continue free and clear, or otherwise by him the said *T. B.* his Heirs, Executors, Administrators or Assigns, well and sufficiently saved, kept harmless and indemnified, of, from and against all and all Manner of former and other Gifts, Grants, Leases, Estates, Titles, Troubles, Charges and Incumbrances whatsoever, had, made, committed, done or wittingly or willingly suffered by the said *T. B.* and *H. B.* or either of them, or by, through, with or under their or either of their Act, Means, Consent, Neglect, Default, Privy or Procurement; Except one Indenture of Lease, bearing Date on or about the seventeenth Day of September, Anno Dom. 1714, made by the said *T. B.* to *R. A.* of all that Messuage called, &c. and such other Parts of the Freehold Premises as are herein above mentioned to be now or late in the Tenure or Occupation of the said *R. A.* (except as in the said Lease is excepted) for twenty-one Years from Michaelmas next after the Date hereof, at two hundred Pounds per Annum, payable half yearly; And also one other Indenture of Lease bearing Date on or about the twenty-ninth Day of September in the said Year 1714, made by the said *T. B.* to *A. N.* of the said Messuage called, &c. and all such other Parts of the said Freehold and Copyhold Premises as are herein above mentioned to be now or late in his Tenure or Occupation, for twenty-one Years from Michaelmas next after the Date thereof, at forty-two Pounds per Annum, payable half yearly. And also Except the Remainder of a Term of five hundred Years of Parcel of the Demesnes of the said Manor of, &c. demised by *A. B.* Esq; by Indenture bearing Date on or about the fourth Day of October, Anno Domini 1695, to *W. R.* commencing from the Date thereof, at a Pepper-Corn Rent, which said Remainder of the said Term is become vested in *J. R.* In Trust for the said *T. B.* that the said Term and Estate should attend and wait upon the Freehold and Inheritance of the Premises then agreed to be conveyed to the said *T. B.* and his Heirs, and to protect the same, from mean Incumbrances. And also Except the Rents and Services due or to grow due to the Chief Lord or Lords of whom the said Freehold and Copyhold Premises are holden, for or in respect of his or their Fee or Seignior. And further, that he the said *T. B.* and his Heirs, and all and every other Person or Persons whatsoever, having or claiming any Estate or Interest, of, in, to or out of the said Freehold or Copyhold Premises, or any Part or Parcel thereof, from by or under him, shall and will from Time to Time, and at all Times hereafter, at or upon the reasonable Request of the said *J. B.* and *T. N.* their Heirs or Assigns, make, do, acknowledge, levy, execute and suffer, or cause to be made, done, acknowledged, levied, executed and suffered, all and every such further and other reasonable Act and Acts, Thing and Things, Assurances and Conveyances in the Law whatsoever, for the better and more perfect surrendering, assuring, settling and confirming of all and singular the said Premises herein before mentioned, or hereby intended or agreed to be released, surrendered, settled or assured, or any Part or Parcel thereof; To the Uses, Intents and Purposes herein before expressed or declared, concerning the same respectively, as by the said *J. B.* and *T. N.* their Heirs or Assigns, or their or any of their Counsel learned in the Law shall be reasonably devised, advised or required, so as the same contain no further other Warranty than against the Acts of the Persons making the same, and so as for the making thereof the Persons who shall be required to make the same, be not compelled or compellable to go to travel from their respective Places of Abode. In Witness whereof all the Parties first above named, have to three Parts hereof, all of the same Date and Tenor, set their Hands and Seals the Day and Year first above written.

A Settlement before Marriage, whereby certain Manors were conveyed to Trustees, for securing the Wife's Jointure of 800 l. per Ann. and for other Uses and Trusts therein limited, for a Term of 1000 Years; and another Manor demised to Trustees for 99 Years, for securing 200 l. per Ann. to the Wife for Pin-Money; with other Covenants, Trusts, &c.

Parties
Names.

Recitals.

THIS Indenture Tripartite, made, &c. Between Sir *J. W.* of, &c. Bart. of the first Part, the most Noble Lady *M.* Dutchess Dowager of *D.* and the Right Honourable the Lady *E. C.* Daughter of the said Dutchess, by the most Noble *W.* late Duke of *D.* deceased, of the second Part, the most noble *W.* now Duke of *D.* *J. C.* Esq; commonly called the Right Honourable, &c. Brother of the said *W.* now Duke of *D.* and *E. B.* of, &c. Esq; of the third Part. Whereas by Indenture *Quinquapartite*, bearing Date the, &c. and made or mentioned to be made between the said Sir *J. W.* by the Name of Sir *J. W.* of &c. in the County of, &c. Bart. of the first Part, the Right Honourable *W.* Earl of, &c. *S. W.* of, &c. Widow, Mother of the said Sir *J. W.* Sir *J. K.* of, &c. in the said County of, &c. Bart and Sir *H. M.* of, &c. in the County aforesaid, Bart.

of

of the second Part, the Right Honourable Sir *J. L.* in the County of, &c. Bart. one of his Majesty's most Honourable Privy Counsel, and *M. L.* one of the Daughters of the said Sir *J. L.* of the third Part, Sir *J. L.* of, &c. in the County of, &c. Bart. and *H. F. T.* of the Parish of, &c. in the County of, &c. Esq; of the fourth Part, and *W. L.* of, &c. in the County of, &c. Esq; *J. L.* Esq; who married the Sister of the said Sir *J. L.* of *L. H. L.* of, &c. in the said County of, &c. Esq; and *G. M.* of, &c. in the said County of, &c. Esq; of the fifth Part, the Manors, Lands, Tenements and Hereditaments herein after mentioned to be hereby limited to the said Lady *E. C.* for her Jointure, amongst other Things were settled to such Uses, upon such Trusts, and to and for such Intents and Purposes, and under and subject to such Proviso's, Powers, Limitations and Agreements, as are therein mentioned, expressed and declared, of and concerning the same; in which said Indenture *Quinquepartite* is contained a Proviso and Power, that it shall and may be lawful to and for the said Sir *J. W.* Of a Power to settle a Jointure.
and also for *D. W.* and *R. W.* Brothers to the said Sir *J. W.* respectively, when they shall respectively come into and be in the actual Possession of the Freehold of the Manors, Messuages, Lands, Tenements, Hereditaments and Premises therein above mentioned to be thereby granted and released, or any of them, or any Part thereof, by Virtue of the Limitation aforesaid, to assign, limit or appoint, unto or to the Use of any Woman or Women which they shall thereafter respectively happen to marry, for the Life or Lives of such Woman or Women respectively, for her or their Jointure or Jointures, all or any Part or Parts of the same Manors and Premises whereof they shall be so in Possession as aforesaid, not exceeding in the whole the clear yearly Value of 800*l.* over and above all Charges and Reprizes, (publick Taxes excepted); any Thing therein contained to the contrary thereof in any wise notwithstanding, as by the said, &c. And whereas in and by an Act of Parliament passed, &c. Recital of an Act of Parliament.
intituled, An Act for explaining and amending a Proviso and Power for enabling Sir *J. W.* and his Brothers to make a Wife a Jointure, reciting the said Power reserved to the said Sir *J. W.* by the said Indenture *Quinquepartite* it is enacted, that it shall and may be lawful to and for the said Sir *J. W.* at any Time, and to and for the said *D. W.* and *R. W.* respectively, when they shall respectively be in Possession, by Virtue of any the Limitations in the said Indenture *Quinquepartite* contained, to assign, limit or appoint, either before or after Marriage, unto or to the Use of any Woman or Women which they either respectively have married, or shall hereafter respectively happen to marry, for the Life or Lives of such Woman or Women respectively, for her or their Jointure or Jointures, all or any Part or Parts of the Manors, &c. comprised in the said Indenture *Quinquepartite*, not exceeding in the Whole the clear yearly Value of 800*l.* over and above all Charges and Reprizes (publick Taxes excepted); subject nevertheless to such Leases as shall have been made, by Virtue of any Power or Powers given or reserved in and by the same Indenture *Quinquepartite*; any Thing in, &c. And whereas a Marriage is intended, by the Grace of God, to be shortly had and solemnized between the said Sir *J. W.* Recital of the intended Marriage.
and the said Lady *E. C.* with the Consent of the said Dutches Dowager of *D.* her Mother, which Consent is testified by the said Dutches Dowager her Sealing and Executing of these Presents: And whereas the Marriage Portion of the said Lady *E. C.* is the Sum of 10,000*l.* The Marriage Portion.
whereof 5000*l.* is to be paid to the said *J. W.* upon the Solemnization of the said intended Marriage, and the remaining 5000*l.* Residue of the said 10,000*l.* is to be applied and disposed of in such Manner as is herein after expressed; which said 10,000*l.* was given and bequeathed to the said Lady *E. C.* by the Right Honourable *W.* late Earl of *D.* her Grandfather, by his last Will and Testament bearing Date, &c. Now this Indenture witnesseth, that for and in Consideration of the said intended Marriage, and of the Love and Affection which he the said Sir *J. W.* hath and beareth to the said Lady *E.* and in Consideration of the Sum of 5000*l.* of lawful Money, to him the said Sir *J. W.* by the said *W.* Duke of *D.* (Party to these Presents) in Hand paid, at or before the Sealing and Delivery of these Presents, the Receipt whereof the said Sir *J. W.* doth hereby acknowledge, and thereof doth acquit, release and discharge the said *W.* Duke of *D.* (Party to these Presents) his Heirs, Executors and Administrators, by these Presents, and in Consideration of the Sum of, &c. to be paid in such Manner as is herein after mentioned; which said two Sums of, &c. paid and to be paid as aforesaid, are in full of the before mentioned Legacy of, &c. he the said Sir *J. W.* in Pursuance and by Virtue of the recited Power reserved or given to him by the before recited Indenture *Quinquepartite*, or any Proviso, Clause, Matter or Thing therein contained, and by Virtue of the said recited Act of Parliament, and of all and every Power and Powers enabling him the said Sir *J. W.* hereunto, or which to him is or are any Ways reserved, given or belonging, Doth assigned, limited and appointed, and by these Presents Doth assign, limit and appoint unto the said Lady *E. C.* All those, &c. with several of the Tenants Names and Rents, &c. and the Reversion and Reversions, Remainder and Remainders, Rents, Issues and Profits of all and singular the said assigned, limited and appointed Premises, (except as
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Settlements concerning Marriage.

Habendum to E. C. for her Jointure, and in Bar of Dower. before is excepted); **To have and to hold** the said, &c. and all and singular the assigned, limited and appointed Premises, (except as herein before is mentioned to be excepted) with their and every of their Appurtenances, and the Reversion and Reversions, Remainder and Remainders, Rents, Issues and Profits thereof, unto the said Lady E. C. from and after the Solemnization of the said intended Marriage; and from and after the Death of the said Sir J. W. her intended Husband, for and during the Term of her natural Life for her Jointure, in Lieu and Bar of all Dower or Thirds, and Title of Dower or Thirds, which she shall or may have, claim or be intitled unto, of any the Manors, &c. whereof the said Sir J. W. shall be seised of any Estate of Inheritance, during the intended Coverture between him and the said Lady E. C. **And** the said Sir J. W. for himself, his Heirs, Executors and Administrators, doth covenant, grant and agree to and with the said W. Duke of D. Party to these Presents, and Lord J. C. their Heirs, Executors and Administrators, by these Presents, in Manner and Form following; that is to say, that he the said Sir J. W. hath in himself good Right, full Power and absolute Title and Authority to assign, limit and appoint the said Messuages, Lands, Tenements, Hereditaments and Premises herein before mentioned and intended to be hereby assigned, limited and appointed in Manner and Form aforesaid; **And also** that the said Lady E. C. and her Assigns, from and after the Solemnization of the said intended Marriage, and from and after the Death of the said Sir J. W. shall and may peaceably and quietly have, hold, possess and enjoy the said Messuages, Lands, Tenements, Hereditaments and Premises herein before mentioned and intended to be hereby assigned, limited and appointed as aforesaid, and receive and take the Rents, Issues and Profits thereof, to and for her and their own Use and Benefit, for and during the Term of her natural Life, without the Let, Suir, Interruption or Disturbance, of or by the Heirs or Assigns of the said Sir J. W. or of or by any other Person or Persons whomsoever, freed and discharged of and from all former and other Assignments, Limitations, Appointments, Gifts, Grants, Bargains, Sales, Mortgages, Estates, Titles, Trusts, Debts, Charges, Demands and Incumbrances whatsoever: **And this Indenture further witnesseth**, that for the Considerations aforesaid, and in Consideration of the Sum of 10 s. of, &c. to the said Sir J. W. in Hand paid by the said W. Duke of D. Party to these Presents, and Lord J. C. at or before the Sealing and Delivery of these Presents, the Receipt whereof the said Sir J. W. doth hereby acknowledge, he the said Sir J. W. hath granted, bargained, sold, released and confirmed, and by these Presents **Doth** grant, bargain, sell, release and confirm unto the said W. Duke of D. Party to these Presents, and Lord J. C. in their actual Possession now being by Virtue of a Bargain and Sale to them thereof made by the said Sir J. W. for one whole Year, for the Consideration of 5 s. of lawful Money of this Realm, by Indenture bearing Date the Day next before the Day of the Date of these Presents, and made between the said Sir J. W. of the one Part, and the said W. Duke of D. Party to these Presents, and Lord J. C. of the other Part, and sealed and executed before the Sealing and Executing of these Presents, and by Force of the Statute for transferring of Uses into Possession, and to their Heirs, all that, &c. and also all and singular other the Messuages, Cottages, Lands, Tenements, Tithes, free Rents, and other Rents and Hereditaments whatsoever of him the said Sir J. W. or of any Person or Persons in Trust for him, or whereof or wherein he the said Sir J. W. or any Person or Persons in Trust for him, are or is seised of any Estate of Freehold or Inheritance, situate, lying and being, coming, growing, renewing or increasing within the said Manor, (a) &c. or either of them, together with all Houses, Edifices, Buildings, Barns, Stables, Dovehouses, Orchards, Gardens, Pastures, Feedings, Commons, Wastes, Waste-ground, Furze, Woods, Wood-grounds, Under-woods, Waters, Courts Leet, Courts Baron, Views of Frankpledge, Perquisites and Profits of Courts and Leets, Escheats, Reliefs, Heriots, Estrays, Estovers and Common of Estovers, Rights, Jurisdictions, Franchises, Privileges, Commodities, Emoluments, Hereditaments and Appurtenances whatsoever to the said Manors, &c. or either of them, or to any the Messuages, Cottages, Lands, Tenements, Tithes and Free Rents within the same Manors respectively belonging or appertaining, and the Reversion and Reversions, Remainder and Remainders, Rents, Issues and Profits of all and singular the Premises herein before mentioned and intended to be hereby granted, released and confirmed, and of every Part and Parcel thereof; and also all the Estate, Right, Title, Interest, Trust, Benefit, Claim and Demand whatsoever of him the said Sir J. W. of, in, unto or out of the same Premises, or any Part or Parts thereof; **To have and to hold** the said Manors or Lordships, Messuages, Cottages, Lands, Tenements, Tithes, Free Rents, Hereditaments and all and singular the Premises herein before mentioned, and intended to be hereby granted, released, and confirmed, with their and every of their Appurtenances, unto the said W. Duke of D. Party to these Presents, and Lord J. C. and their Heirs, to such Uses, upon such Trusts, and to and for such Intents and Purposes, and with and under such Provisoos, Powers, Limitations

Covenant that he hath Right to convey;

for quiet Enjoyment;

free from Incumbrances.

Lease for a Year recited.

General Words to a Manor.

Habendum to Trustees.

(a) *Vide Title Parcels, p. 533.*

and Agreements, as are herein after limited, declared, mentioned and expressed of and concerning the same; (that is to say) **To the Use** of the said Sir J. W. and his Heirs, until **To the Uses** the Solemnization of the said intended Marriage; and from and after the Solemnization thereof, then to the Use of the said Sir J. W. and his Assigns, for and during the Term of his natural Life, without Impeachment of or for any Manner of Waste; and from and after the Determination of that Estate, then **To the Use** of the said W. Duke of D. Party to these Presents, and Lord J. C. and their Heirs, during the natural Life of the said Sir J. W. **Upon Trust**, to preserve the Contingent Uses and Remainders herein after limited from being defeated or destroyed, and for that Purpose to make Entries and bring Actions as Occasion shall require; **But** nevertheless **In Trust** to permit and suffer the said Sir J. W. and his Assigns, during his natural Life, to receive and take the Rents, Issues and Profits, to and for his and their own Use and Benefit, and from and after the Decease of the said Sir J. W. **To the Use** of the said Lord J. C. and E. B. their Executors, Administrators and Assigns, for and during the Term of 1000 Years, from thence next ensuing, and fully to be compleat and ended, without Impeachment of or for any Manner of Waste; **Nevertheless** upon the Trusts, and to and for the Intents and Purposes, and under and subject to the Provisoes and Agreements herein after declared, mentioned and expressed of and concerning the same Term; and from and after the Determination of the said Term of 1000 Years, **To the Use** of the first Son, &c. (Vide Tit. Limitations of Uses and Trusts, p. 456.) and for Default of such Issue, **To the Use** of the said Sir J. W. his Heirs and Assigns for ever; and as for, touching and concerning the said Term of 1000 Years herein before limited to the said Lord J. C. and E. B. their Executors, Administrators and Assigns, **It is** hereby declared and agreed, that the same Term is so to them limited as aforesaid, **Upon Trust** for securing the said Lady E. C. and her Assigns, from and after the Death of the said Sir J. W. for and during the Term of her natural Life, the quiet Enjoyment of the said Premises herein before assigned, limited and appointed, or mentioned to be assigned, limited and appointed to her for her Jointure as aforesaid; **And also upon Trust**, that the said Lord J. C. and E. B. or the Survivor of them, or the Executors or Administrators of such Survivor do and shall, from and after the Death of the said Sir J. W. for and during the natural Life of the said Lady E. C. by and out of the Rents and Profits of the said Premises comprised in the said Term of 1000 Years, pay, satisfy and discharge from Time to Time, as well all such Taxes, Charges and Impositions, as shall be taxed, charged or imposed upon the said Premises assigned, limited and appointed, or mentioned to be assigned, limited and appointed to her for her Jointure as aforesaid, as also all Monies to be laid out, disposed and expended in repairing, supporting and upholding the same Premises, and for collecting and returning the Rents and Profits thereof, so as the said Lady E. C. or her Assigns, may receive and be paid, from and after the Death of the said Sir J. W. for and during the Term of her natural Life, by and out of the said Premises assigned, limited and appointed, or mentioned to be, &c. to her as aforesaid, and by and out of the said Premises comprised in the said Term of 1000 Years, the yearly Sum of 800 l. of lawful, &c. in Nature of a Rent-Charge (for raising whereof, the same Premises are hereby declared to be in Aid of the said Premises assigned, limited and appointed as aforesaid); the same yearly Sum of 800 l. to be paid at or in the common dining-Hall of, &c. upon the two most usual Feasts, (that is to say) the Feasts, &c. yearly, by two even and equal Proportions, free and clear of and from all Taxes, Charges and Impositions whatsoever, to be taxed, charged or imposed by Authority of Parliament, or otherwise howsoever, and without any Manner of Deduction or Defalcation whatsoever; the first Payment thereof to be made upon such of the said Feasts or Days of Payment as shall next happen after the Death of the said Sir J. W. and the said Term of 1000 Years, subject in the first Place to the above mentioned Trusts declared of the same Term, and without any Prejudice to the same, is **Upon this further Trust**; in case the said Sir J. W. shall happen to have Issue of his Body begotten on the said Lady E. C. any younger Child or younger Children, viz. any other Child or Children besides an Elder or only Son, be they Son or Sons, Daughter or Daughters, born or to be born at the Time of the Decease of the said Sir J. W. that then the said J. C. and E. B. their Executors, Administrators or Assigns, shall and do, at any Time or Times, after the Decease of the said Sir J. W. or in his Life-time, if he shall think fit and appoint the same, by any Writing under his Hand and Seal, testified by three or more Credible Witnesses, by Sale or Sales, Mortgage or Mortgages of the said Term of 1000 Years, or of any Part thereof, or of the said several Premises limited as aforesaid, for the said Term of 1000 Years, or of any Part or Parts thereof, and by and with the Rents and Profits thereof in the mean Time, until such Sale or Sales, Mortgage or Mortgages, or by some or any of the said Ways and Means, as the said J. C. and E. B. or the Survivor of them, or the Executors or Administrators of such Survivor shall think fit, raise and levy for the Portion or Portions of such younger Child or Children, the Sum or Sums of Money following, that is to say, the Sum of 5000 l. and in case of the Death of K W. the Daughter of the said Sir J. W. now alive, before her Portion shall become due to her by the before recited or mentioned Indentures *Quinquapartite*, then the Sum of 5000 l. more, viz. 10000 l.

Declaration of the Trust of 1000 Years Term, with divers other Trusts.

for raising younger Childrens Portions.

Sons Portions
to be paid at
twenty-one,
Daughters at
eighteen or
Marriage.

Additional
Jointure in
case of no
Children.

in the whole, to be paid or disposed of as follows, *viz.* If there shall be but one such younger Child, then intirely to such younger Child, and in case of two or more such younger Children, be they Sons or Daughters, to be divided between or amongst them, in such Shares and Proportions as the said Sir J. W. shall by any Writing or Writings under his Hand and Seal, attested by two or more credible Witnesses, direct or appoint; and in Default of such Direction or Appointment, equally to be divided between and amongst them Share and Share alike; the Portion or Portions of such younger Child or Children to be paid to such of them as shall be a Son or Sons at his or their respective Age or Ages of 21 Years, and the Portion or Portions of such of them as shall be a Daughter or Daughters, to be paid at her or their respective Age or Ages of 18 Years, or Day or Days of Marriage, which shall first happen, in case such Ages or Marriages happen after the Death of the said Sir J. W. otherwise the same respective Portion and Portions to be paid within six Calendar Months next after his Death, with interest for the same from the Time of his death, after the Rate of 5*l.* per Cent. per Ann. And upon further Trust, that the said J. C. and E. B. or the Survivor of them, or the Executors or Administrators of such Survivor, shall and do, by such Ways and Means as they shall think fit, raise and levy for the Maintenance and Education of such younger Child or younger Children as aforesaid, the yearly Sum or yearly Sums of Money following; (that is to say) in case of one such younger Child only, and no more, the yearly Sum of, &c. until his or her Age of 12 Years, and afterwards the yearly sum of — until his or her Portion shall become payable; and in case of two or more such younger Children, then the yearly Sum of — unto each and every of them, until their portions shall respectively become payable; such respective yearly Maintenance and Maintenances to be paid half-yearly to such younger Child or younger Children, upon the two most usual Feasts or Days of Payment in the Year, (that is to say) &c. by equal Portions, free from all Deductions for Taxes, or other Deductions whatsoever; the first Payment thereof to be made to such younger Child or younger Children respectively, at such of the same two Feasts or Days as shall next happen after the Death of the said Sir J. W. Provided that if any such younger Child or younger Children as aforesaid, shall happen to die before his, her or their Portion or Portions shall become payable as aforesaid, or shall become an eldest Son, then the Portion or Portions of him, her or them so dying or becoming an eldest Son respectively, shall go, accrew, and be paid to the Survivors or Survivor or others or other of them respectively Share and Share alike, when the said original Portion or Portions of such surviving or other younger Child or younger Children, shall become payable as aforesaid; And the said Term of 1000 Years is Upon this further Trust, in case there shall be no Son or Sons of the Body of the said Sir J. W. on the Body of the said Lady E. C. his intended Wife, born in the Life-time of the said Sir J. W. nor born after his Death, or if there shall be any such Son or Sons, and all and every the same Son and Sons shall die without Issue Male in the Life-time of the said Lady E. C. that then they the said Lord J. C. and E. B. and the Survivor of them, and the Executors, Administrators and Assigns of such Survivor, shall and do, by and out of the Rents, Issues and Profits of the said Premises comprised in the said Term of 1000 Years, raise and pay unto and for the said Lady E. C. or her Assigns yearly, during the Term of her natural Life, one Annuity or yearly Sum of 200*l.* as an Addition to, and over and above her said Jointure of 800*l.* per Ann. by half-yearly Payments, (that is to say) at the Feasts of, &c. yearly, by two even and equal Portions, free and clear of and from all Taxes, Charges, and Impositions whatsoever, taxed, charged or imposed, or to be taxed, charged or imposed by Act of Parliament, or otherwise howsoever; the first half yearly Payment thereof to be made on such of the said Feasts or Days of Payment thereof, as shall next happen after the Death of the said Sir J. W. and Failure of such Issue Male as aforesaid; and the said Term of 1000 Years, subject to the Trusts thereof herein before declared for the Benefit of the said Lady E. C. and without any Prejudice to the same, is Upon this further Trust, in case there shall be no Son or Sons of the Body of the said Sir J. W. on the Body of the said Lady E. C. his intended Wife, born in the Life-time of the said Sir J. W. nor born after his Decease, or if there shall be any such Son or Sons, and all and every the same Son and Sons shall die before any of them shall have attained his Age of 21 Years, without leaving Issue Male of any of their Bodies, and in either of the same Cases there shall happen to be one or more Daughter or Daughters of the said Sir J. W. on the Body of the said Lady E. C. his intended Wife begotten, born, or to be born, who shall attain the Age of 18 Years, or be married; that then the said Lord J. C. and E. B. or the Survivor of them or the Executors, Administrators or Assigns of such Survivor, shall and do, at any Time or Times after the Decease of the said Sir J. W. or in his Life-time, if he shall think fit and shall appoint the same, by any Writing under his Hand and Seal, attested by three or more credible Witnesses, by any Sale or Sales, Mortgage or Mortgages of the said Term of 1000 Years, or of any Part or Parts thereof, and of the Premises comprised in the same Term, or of any Part or Parts thereof, and

and by and with the Rents and Profits thereof in the mean Time, until such Sale or Sales, Power to sell Mortgage or Mortgages, or by some or any of the said Ways and Means, as they the said Lord J. C. and E. B. or the Survivor of them, or the Executors or Administrators of such Survivor shall think fit, raise and levy the Sum of 10,000 *l.* of, &c. for the Portion or Portions of such Daughter or Daughters to be paid as followeth, (that is to say) If there shall be one such Daughter, then to be paid intirely to such Daughter, and if there shall be two or more such Daughters, then to be equally divided between and amongst them Share and Share alike; the same Portion and Portions to be paid to such Daughter and Daughters respectively, as when they shall attain their respective Ages of 18 Years, or be married, which shall respectively first happen, in case the said Sir J. W. shall be then dead; and in case he shall be then living, then within six Calendar Months next after his Decease, with Interest for the same in the mean Time, from the Time of his Decease, after the Rate of 5 *l.* per Cent. per Ann. and if any such Daughter or Daughters shall happen to die before her or their Portion or Portions shall become payable as aforesaid, then it shall go to the Survivor or Survivors of them, and be equally divided between them, and shall be paid at the same Time as her or their original Portion or Portions shall become payable as aforesaid; **And** the said Term of 1000 Years, subject to the Trusts herein before declared, for the Benefit of the said Lady E. C. and without any Prejudice to the same, is **Upon this further Trust**, that in case there shall be no Son or Sons of the Body of the said Sir J. W. on the Body of the said Lady E. C. his intended Wife, born in the Life-time of the said Sir J. W. nor born after his Decease; or if there shall be any such Son or Sons, and all of them shall die before any of them shall attain his Age of 21 Years, without leaving Issue Male of any of their Bodies, and in either of the same Cases there shall happen to be one or more Daughter or Daughters of the said Sir J. W. on the Body of the said Lady E. C. begotten, who shall be living at the Time of the Death of the said Sir J. W. and shall be then under the Age of 18 Years and unmarried, or who shall be born after the Decease of the said Sir J. W. that then the said Lord J. C. and E. B. or the Survivor of them, or the Executors, Administrators or Assigns of such Survivor, shall and do, by and out of the Rents, Issues and Profits of the said Premises comprised in the said Term of 1000 Years, after the Decease of the said Sir J. W. until the said Portion or Portions of the same Daughter or Daughters respectively, shall become payable as aforesaid; *Subject* nevertheless and without Prejudice to the Trusts herein before declared for the Benefit of the said Lady E. C. raise and pay for the Maintenance and Education of such Daughter and Daughters, the yearly Sum or Sums of Money following; (that is to say) in case of one such Daughter only, and no more, the yearly Sum of 150 *l.* of, &c. until her Age of 12 Years, and afterwards the yearly Sum of 200 *l.* of like Money, until her Portion shall become payable; and in case of two such Daughters, and no more, then the yearly Sum of 100 *l.* of lawful Money of this Realm to each of them, until their respective Age of 12 Years, and afterwards the yearly Sum of 150 *l.* of, &c. to each of them, until their Portions shall respectively become payable; and in case of three or more such Daughters, then the yearly Sum of 100 *l.* of, &c. to every of them, until their respective Ages of 12 Years, and afterwards the yearly Sum of 500 *l.* of, &c. to be equally divided amongst them Share and Share alike, until the Portion of the eldest of such Daughters shall become payable; and from and after the Time such Portion shall become payable, then the Rest who shall be under the Age of 18 Years and unmarried, shall receive such Sums respectively, as were payable to them, before any of their Sisters Portions were payable to them; such respective yearly Maintenance and Maintenances to be paid half-yearly to such Daughter or Daughters, upon the two most usual Feasts or Days of Payment in the Year; (that is to say), &c. by equal Portions, free and clear of all Taxes and Charges imposed, or to be imposed by any Act or Acts of Parliament made, or to be made, clear of all other Deductions whatsoever; the first Payment thereof to be made to them respectively, at such of the same two Feasts or Days as shall next happen after the Death of the said Sir J. W. and such Failure of Issue Male as aforesaid: **Provided always**, that if the said Sir J. W. shall in his Life-time advance and pay any Sum or Sums of Money for the Advancement of any such younger Son or younger Sons as aforesaid, or if any such Daughter or Daughters to be begotten as aforesaid, shall happen to be married in the Life-time of the said Sir J. W. and that he gave any Marriage Portion or Marriage Portions with such Daughter or Daughters so married, then such Sum or Sums of Money, and such Marriage Portion or Marriage Portions respectively shall, unless the said Sir J. W. shall under his Hand and Seal declare the contrary, go and be accounted in full, if equal with, and if not equal with, then as Part of the Portion or Portions herein before appointed to be raised and paid as aforesaid, and the Residue (if any) of the Portion or Portions which shall be payable, by the true Intent and Meaning of these Presents, to such younger Son or younger Sons advanced as aforesaid, or to such Daughter or Daughters so married as aforesaid, shall be only raised as aforesaid, and paid to him, her or them respectively: **Provided always**, that if any such Daughter or Daugh-

Power to sell
to raise
Daughters
Portions.

Daughters to
take by Sur-
vivorship.

The Trusts of
the 1000
Years Term.

Provision for
Daughters
Maintenance
and Educa-
tion.

Proviso if Sons
or Daughters
are advanced
in their Fa-
ther's Life-
time.

No Portions
to be raised
until one be-
comes pay-
able;

the Residue to
be to the Use
of the Re-
mainder-
Man.

After all Pay-
ments made,
the 1000
Years Term
to attend the
Inheritance.

Demise of a
Manor for
99 Years.

Habendum.

Reddendum.

ters to be begotten, as aforesaid, shall be intitled to any such Portion or Portions as aforesaid, as a younger Child or younger Children, and there shall afterwards be a Failure of Issue Male of the Body of the said Sir J. W. on the Body of the said Lady E. C. begotten, then such Portion or Portions shall be in full, if equal with, otherwise in Part of the Portion or Portions hereby provided for her or them, upon Failure of such Issue Male as aforesaid, so that she or they shall be intitled to any such Portion or Portions as aforesaid, in double Capacities: **Pro- vided** that no such Sale or Sales, Mortgage or Mortgages as aforesaid, shall be made for raising any such Portion or Portions as aforesaid, for such younger Son or younger Sons, Daugh- ter or Daughters to be begotten as aforesaid, until one of the same Portions shall become pay- able by Virtue of these Presents; **And also** that if at the Time of the Death of the said Sir J. W. there shall be any such younger Son or younger Sons as aforesaid, or any such Daughter or Daughters as aforesaid, and no such Son or Daughter shall then be of Age or married, and intitled to receive any one of the said Portions to be raised as aforesaid, then the Residue of the Rents and Profits to arise and be made of and from all the said Premises comprised in the said Term of 1000 Years, over and above what will satisfy and pay such yearly Sum or yearly Sums of Money, as are herein before mentioned to be raised and paid for the Maintenance and Education of such younger Son or younger Sons, or such Daughter or Daughters as aforesaid, and over and above the Costs and Charges in raising the same, shall and may, until one of the said Portions shall become payable by Virtue of these Presents, **Subject** nevertheless and with- out Prejudice to the Provision for making good Payment of the said yearly Sum of 800 l. and 200 l. payable to the said Lady E. C. for her Jointure, and as an Addition thereto as afore- said, and to the several Trusts herein before declared for the Benefit of the said Lady E. C. and without any Manner of Prejudice to the same, be received and taken by, and to and for the Use and Benefit of such Person or Persons, to whom the next and immediate Estate for the Time being, expectant upon the Determination of the said Term of 1000 Years, shall by Vir- tue of these Presents belong: **Provided always**, that if the Person or Persons, to whom the next and immediate Estate for the Time being, expectant upon the Determination of the said Term of 1000 Years, of and in the said Premises comprised therein, shall by Virtue of these Presents belong, shall pay unto the said younger Son or younger Sons and such Daughter or Daughters of the said Sir J. W. on the Body of the said Lady E. C. to be begotten as afore- said, the said Portion and Portions, and yearly Sum and yearly Sums for Maintenance to be raised and paid as aforesaid, or so much thereof as shall not be then raised as aforesaid; or if there shall be no such younger Son or Daughter as aforesaid, who shall live to be intitled to any such Portion as aforesaid; then and in either of the same Cases respectively happening, (the said Lady E. C. being then dead, and all Arrears of the said yearly Sum of 800 l. and 200 l. being then satisfied and discharged, and the Trustee's Charges in the Execution of the said Trusts relating to the said Term of 1000 Years, being also satisfied and discharged) the said Term of 1000 Years of and in the said Premises comprised in the same Term, or of and in so much thereof as shall remain unfold and undisposed of for the Purposes aforesaid, and the Equity of Re- demption of what shall be mortgaged, shall from thenceforth attend and wait upon the Free- hold and Inheritance of the same Premises; any Thing, &c. **And this Indenture further witnesseth**, that for the Considerations aforesaid, and in Consideration of the Sum of 5 s. of lawful Money of this Realm, to the said Sir J. W. in Hand paid by the said W. Duke of D. (Party to these Presents) and Lord J. C. at or before the Sealing and Delivery of these Pre- sents, the Receipt whereof is hereby acknowledged, he the said Sir J. W. hath demised, granted, bargained and sold, and by these Presents **Doth** demise, grant, bargain and sell unto the said W. Duke of D. (Party to these Presents) and Lord J. C. their Executors, Admini- strators and Assigns, **All** that the said Manor or Lordship, or reputed Manor or Lordship of, &c. and the Reversion and Reversions, Remainder and Remainders, Rents, Issues and Profits, of all and singular the said Premises herein before mentioned and intended to be hereby demised to the said W. Duke of D. (Party to these Presents) and Lord J. C. **To have and to hold** the said Manor or reputed Manor or Lordship of H. and all, &c. herein before mentioned and intended to be hereby demised, with their and every of their Appurtenances, unto the said W. Duke of D. Party to these Presents, and Lord J. C. their Executors, Ad- ministrators and Assigns, for and during, and until the full End and Term of 99 Years, to be computed from the Solemnization of the said intended Marriage, without Impeachment of or for any Manner of Waste; **Yielding and paying** therefore the yearly Rent of one Pepper- corn on—yearly, if the same shall be lawfully demanded: **And** it is hereby declared and agreed, that the Demise hereby made to the said W. Duke of D. (Party to these Presents) and Lord J. C. their Executors, Administrators and Assigns as aforesaid, is upon the Trusts fol- lowing; (that is to say) *That* they the said W. Duke of D. Party to these Presents, and Lord J. C. their Executors, Administrators and Assigns, shall and do, during the Joint Lives of the said Sir J. W. and the said Lady E. C. by and out of the Rents, Issues and Profits of the said

said Premises herein before mentioned and intended to be hereby demised for the said Term of 99 Years, raise the yearly Sum of 300 l. of, &c. free and clear of and from all Abatements whatsoever, for or in Respect of any Parliamentary or other Taxes or Impositions whatsoever, ^{300 l. to be raised for Pin-Money yearly.} imposed or to be imposed, or for or in Respect of any other Reprisal, Matter or Thing whatsoever, to be paid yearly, from Time to Time, by four equal quarterly Payments, unto such Person or Persons, and for such Uses, Intents and Purposes, as the said Lady E. C. by any Writing or Writings to be signed by her, shall direct or appoint, upon the four most usual Feasts or Days of Payment in the Year following; (that is to say) The first quarterly Payment thereof to begin and to be made upon, &c. next insuing the Date of these Presents; which said yearly Sum of 300 l. is intended and hereby agreed and declared to be for the Personal and private Expences of the said Lady, and for buying her Cloaths and Ornaments, during her Coverture with the said Sir J. W. and whereof, or of the Interest or Proceed whereof, the said Sir J. W. is to have no disposing or controuling Power: **Provided nevertheless,** that the Receipts in Writing under the Hand of the said Lady E. C. (notwithstanding her Coverture) to be given by her either to the said Sir J. W. or to any other Person or Persons for the said yearly Sum of 300 l. or any Part or Parts thereof, shall be unto the said Sir J. W. or unto the said W. Duke of D. Party to these Presents) and Lord J. C. or any other Person or Persons, good and sufficient Discharges in the Law; and the Demise hereby made for the said Term of 99 Years, is **Upon this further Trust,** that they the said W. Duke of D. Party to these Presents, and Lord J. C. their Executors, Administrators and Assigns, shall, during so long Time of the said Term of 99 Years, as the said Sir J. W. and the said Lady E. C. shall both live, permit and suffer the said Sir J. W. and his Assigns, to have, ^{The Wife to give Receipts.} receive and take, to and for his and their Use and Benefit, the Rest, Residue and Remainder of the Rents, Issues and Profits comprised in the said Term, over and above the said yearly Sum of 300 l. to be raised and paid as aforesaid, and over and above the Charges and Expences of the said W. Duke of D. Party to these Presents, and Lord J. C. their Executors, Administrators and Assigns, to be occasioned by the Execution or Management of the Trusts of these Presents in them reposed, which Charges and Expences they may deduct and retain to themselves: **Provided always,** and the Demise hereby made for the said Term of 99 Years, is upon this Condition, that after the Death of either of them the said Sir J. W. and the said Lady E. C. his intended Wife, and Payment of all Arrears of the said yearly Sum of 300 l. and after Payment and Satisfaction of all such Costs, Charges and Expences to be occasioned as aforesaid, the Demise hereby made for the said Term of 99 Years shall cease, determine, and be void; any Thing herein contained to the contrary notwithstanding. (*Covenant for peaceable Enjoyment, see Tit. Covenants.*) **And further,** in Case the said Lady E. C. shall survive the said Sir J. W. and at the Time of his Death the said yearly Sum of 200 l. or any Part or Parts thereof, shall be in Arrear and unpaid, contrary to the true Intent and Meaning of the Trust or Trusts, Agreement or Agreements herein before declared or expressed touching the Payment thereof; that then, and in such Case, the Heirs, Executors or Administrators of the said Sir J. W. shall and will, within three Calendar Months next after his Decease, well and truly pay, or cause to be paid, the same yearly Sum or such Part or Parts thereof, as at the Time of the Death of the said Sir J. W. shall be so in Arrear and unpaid as aforesaid: **Provided always,** and it is hereby declared and agreed by and between the said Parties to these Presents, that it shall and may be lawful to and for the said Sir J. W. from Time to Time, during his Life, and to and for all and every Person and Persons being in the actual Possession of all or any Part or Parts of the said several Premises herein before mentioned, and intended to be hereby assigned, limited and appointed, granted, released and confirmed and demised respectively, by Virtue of any of the Limitations aforesaid, by any Deed or Deeds indented under their Hands and Seals respectively, to be executed from Time to Time, to make any Lease or Leases in Possession, not in Reversion or Remainder, or by Way of future Interest, of all or any of the said Premises, or of any Part or Parts thereof, whereof such Person or Persons shall be in Possession, unto any Person or Persons for any Term or Number of Years, not exceeding 21 Years; so as no such Lease by any express Words therein to be contained, be made punishable of Waste; and so as upon all and every such Lease and Leases there be reserved, to continue payable during the Continuance thereof respectively, the best and most improved yearly Rents that can be reasonably had or obtained, without taking any Sum or Sums of Money, or other Thing or Things by way of Fine or Income for the same; and so as in every such Lease there be contained a Clause of Re-entry for Non-payment of the Rent or Rents to be thereby reserved; and so as the Lessee and Lessees, to whom such Lease or Leases shall be made as aforesaid, seal and deliver a Counter-part or Counter-parts of such Lease and Leases respectively to be made as aforesaid: **Provided always,** and it is hereby declared and agreed by and between the said Parties to these Presents, that in Case the said Sir J. W. shall at any Time hereafter be desirous to make Sale of the said Manor or Lordship, ^{The Husband to receive the Remainder of the Rent.} ^{The Arrears to be paid in three Months after the Husband's Decease.} ^{The Husband may grant Leases.} and

and the Rights, Members and Appurtenances thereof, and of all and singular the said Messuages, Lands, Tenements and Hereditaments to the same Manor or Lordship belonging or in any wise appertaining, then and in such Case it shall and may be lawful to and for the said Sir J. W. at any Time or Times hereafter, by any Writing or Writings to be signed and sealed by him in the Presence of three or more credible Witnesses, by and with the Consent and Approbation of the said W. Duke of D. Party to these Presents, and the said Lord J. C. or of the Survivor of them, or of the Executors or Administrators of such Survivor, (such Consent and Approbation being under the Hand and Seal or Hands and Seals of the Party or Parties so consenting and approving to revoke and make void all and every or any the Use or Uses, Trust or Trusts, Estate or Estates herein respectively before limited, declared and expressed, of or concerning the said Manor or Lordship, with its Rights, Members and Appurtenances, and all and singular the said Messuages, Lands, Tenements and Hereditaments, to the same Manor or Lordship belonging or appertaining, or any of them, or any Part or Parts of them or any of them, and by the same Writing or Writings, with such Consent and Approbation as aforesaid) to limit and declare any new or other Use or Uses, Trust or Trusts of or concerning the same Manor or Lordship, Messuages, Lands, Tenements and Hereditaments, or any of them, or any Part or Parts of them or any of them, whereof the Uses, Trusts and Estates herein before limited and expressed, shall be revoked or made void as aforesaid; so as upon and at the Time or Times respectively of making such Revocation as aforesaid, and limiting any new or other Use or Uses, Trust or Trusts, *other Freehold Manors, Messuages, Lands, Tenements or Hereditaments, within two hundred Miles of the City of London, of a good Title, to be agreed by the said W. Duke of D. Party to these Presents, and Lord J. C. or the Survivor of them, or the Executors or Administrators of such Survivor, to be of equal Value with the Manors, Messuages, Lands, Tenements and Hereditaments, whereof such new or other Use or Uses, Trust or Trusts, Estate or Estates respectively, shall be limited or declared by the said Sir J. W. as aforesaid, and in Lieu thereof be conveyed, limited and settled with the like Consent and Approbation in Writing as aforesaid, to the same Uses, upon the same Trusts, for the same Estate, Intents and Purposes, and subject to the same Powers, Provisoes and Agreements, as the said Manor or Lordship, Messuages, Lands, Tenements and Hereditaments respectively, whereof the Uses, Trusts and Estates hereby limited and declared, shall be so revoked and made void as aforesaid, stood by these Presents limited and declared and expressed, and subject to, before such Revocation and making void as aforesaid, &c. (Covenant that he hath Right to convey, and that Premises are free from Incumbrances, see before in this Settlement.) And further, that he the said Sir J. W. and all and every Person and Persons lawfully claiming, or to claim, by, from or under him or any of his Ancestors, any Estate, Right, Title, Interest, Trust or Demand whatsoever, in or to the said Manors or Lordships, Messuages, Cottages, Lands, Tithes, Rents, Hereditaments and Premises herein before mentioned, and intended to be hereby granted, released and confirmed, or in or to any Part or Parts thereof, shall and will, upon the Request of the said W. Duke of D. Party to these Presents, and Lord J. C. or either of them, or of the Executors or Administrators of either of them, but at the Costs and Charges of the said Sir J. W. his Heirs, Executors or Administrators, make, do, acknowledge, levy, suffer and execute, or cause to be made, done, acknowledged, levied, suffered and executed, all and every such further and other lawful and reasonable Act and Acts, Thing and Things, Conveyances and Assurances in the Law whatsoever, for the further, better and more perfect Conveying, Assuring and Sure-making of the said Manors or Lordships, Messuages, Cottages, Lands, Tithes, Rents, Hereditaments and Premises herein before mentioned and intended to be hereby granted, released and confirmed, to and for the several Uses, Intents and Purposes herein before limited, expressed and declared of and concerning the same, as by the Counsel learned in the Law of the said W. Duke of D. Party to these Presents, and Lord J. C. or either of them, or of the Heirs of either of them, shall be reasonably devised or advised and required; so as no such further Assurance contain or imply any further or other Warranties or Covenants than against the respective Acts of the Party or Parties executing the same: And the said W. Duke of D. Party to these Presents, doth for himself, his Heirs, Executors and Administrators, covenant, promise and agree to and with the said Sir J. W. his Executors and Administrators by these Presents, that the said remaining Sum of 5000 l. Residue of the said Sum of 10,000 l. the Portion of the said Lady E. C. shall, within six Calendar Months after the Solemnization of the said intended Marriage, be paid unto the said Lord J. C. and E. B. or the Survivor of them, or the Executors or Administrators of such Survivor; or within the said six Calendar Months, a good and sufficient Security by way of Mortgage, to the Content of the said Sir J. W. his Executors or Administrators, shall be given to the said Lord J. C. and E. B. or the Survivor of them, or the Executors or Administrators of such Survivor, for the Payment of the same 5000 l. with Interest,*

The Husband may sell with the Wife's Consent in Writing, and appoint new Uses.

Other Lands of equal Value to be settled in Lieu of those fold.

Covenant for further Assurance.

Covenant to pay the Remainder of Wife's Fortune in six Months, or to give Security.

at 5*l.* per Cent. per Ann. to them, and that until Payment of or Security given for the same last mentioned Sum of 5000*l.* the same shall remain charged upon and secured by the Residue of the Estate of the said *W.* late Earl of *D.* in the same Manner as the same now is charged and secured: **And this Indenture further witnesseth**, that it is hereby declared and agreed, by and between all the said Parties to these Presents, that the said remaining 5000*l.* to be paid or secured to be paid to them the said Lord *J. C.* and *E. B.* as aforesaid shall be upon this special Trust and Confidence, that they the said Lord *J. C.* and *E. B.* or the Survivor of them, or the Executors or Administrators of such Survivor, shall and do, by and with the Consent and Approbation of the said Sir *J. W.* and *W.* now Duke of *D.* or of the Survivor of them, or of the Executors or Administrators, of such Survivor, either continue the same 5000*l.* upon such Mortgage as shall be given for the same, or place out the same upon some new Security or Securities, or lay out the same in some Purchase or Purchases of what Nature or Sort soever; and shall and do permit and suffer the Interest, Profits and Produce of such Security or Securities, Purchase or Purchases to be received and taken by the said Sir *J. W.* for and during his natural Life, and after his Decease, by the said Lady *E. C.* for and during her natural Life, for her better Support and Maintenance; and after the Death of the Survivor of them the said Sir *J. W.* and the said Lady *E. C.* his intended Wife, then the said 5000*l.* and the Security or Securities for the same, and the Purchase and Purchases to be made therewith shall be in Trust for all and every the younger Child and younger Children of the said Sir *J. W.* on the Body of the said Lady *E. C.* to be begotten, equally to be divided between them in Case of more than one, as an Addition to their Portions herein before provided for them; and if there shall be no such younger Child or younger Children, or there being such, all of them shall happen to die before any of their Portions herein before provided for them shall become payable; then the same 5000*l.* and the Securities for the same, and the Purchase to be made therewith shall, after the Death of the Survivor of them the said Sir *J. W.* and the said Lady *E. C.* be **In Trust** for the Heirs, Executors, Administrators or Assigns of the said Sir *J. W.* provided that in the mean Time, and until such Purchase or Purchases or Security or Securities, as aforesaid, shall be made or taken with the said last mentioned Sum of 5000*l.* it shall and may be lawful to and for the said Lord *J. C.* and *E. B.* and the Survivor of them, and the Executors and Administrators of such Survivor, from Time to Time to deposit for safe Custody the same Sum of 5000*l.* or any Part or Parts thereof in such Place or Places, and with such Person or Persons, and in such Manner, as by the said Lord *J. C.* and *E. B.* or the Survivor of them, or the Executors or Administrators of such Survivor, but with the Consent of the said Sir *J. W.* in Case he be then living, shall be thought fit: **Provided**, and it is hereby declared and agreed, by and between the said Parties to these Presents, that none of the said Trustees, nor the Heirs, Executors or Administrators of any of them, shall be answerable for the Acts, Receipts, Payments or Defaults of the other or others of them, and that each and every of them shall be answerable only for what he or they shall respectively and actually receive and no more, and shall not be answerable for the Loss of any Monies that shall happen by depositing for safe Custody or placing it out at Interest, or in purchasing as aforesaid, or by any other Ways, without their wilful Neglect or Default; and that they shall be reimbursed out of their respective Trust-Estates, all such Costs, Charges and Expences, which they shall sustain, expend, or be put unto in the Execution or Management of their respective Trusts. **Witness**, &c.

The 5000*l.* to be laid out in Trust for younger Children.

Trustees not answerable for each other's Default,

and to be reimbursed.

*Settlement before Marriage, whereby a Portion of 15,000*l.* consisting of sundry Legacies, is given to the Wife by several Wills of different Persons, and some Part by Virtue of the Statute of Distributions; a Grant of certain Manors, &c. being Freehold, for securing to the intended Wife an Annuity of 200*l.* and a Jointure of 1400*l.* per. Ann. and a Grant of Copyhold Estates to Trustees for raising Portions for Daughters.*

THIS Indenture Quinquepartite, made, &c. **Between** Sir *R. M.* of, &c. Bart. of the first Part, Dame *M. M.* who his Executrix of the last Will and Testament of Sir *R. M.* deceased, of the second Part, Dame *E. S.* (Widow and Relict of Sir *C. S.* deceased, and also Executrix of his last Will and Testament) and *E. S.* Spinster, one of the Daughters of the said Dame *E. S.* by the said Sir *C. S.* of the third Part, *T. D. sen.* of London, Merchant, and *T. D. jun.* of, &c. Esq; of the fourth Part, Sir *J. N.* Knight, *E. P.* of, &c. Esq; and *F. P.* of, &c. Esq; of the fifth Part **Whereas** a Marriage is intended by the Permission of God to be shortly had and solemnized between the said Sir *R. M.* (Party to

Recital of the intended Marriage.

Consideration. these Presents) and the said *E. S.* Now this Indenture witnesseth, that for and in Consideration of the said intended Marriage, and of the Sum of 15,000*l.* the Marriage Portion of the said *E. S.* consisting in the several particular Sums next herein after mentioned, to the said Sir *R. M.* (Party to these Presents) in Hand paid at or before the Sealing and Delivery of these Presents, by the said Dame *E. S.* and *T. D. jun.* and *E.* his Wife respectively, as followeth, *viz.* 700*l.* by the said Dame *E. S.* as Executrix of the Last Will and Testament of *J. H. Esq;* deceased, who was Father of the said Dame *E. S.* and Grandfather of the said *E. S.* as and for a Legacy given to the said *E. S.* by the same Will, 6000*l.* more by the said Dame *E. S.* as and for a Legacy given to the said *E. S.* (*the intended Wife*) by the said last Will and Testament of the said Sir *C. S.* 1000*l.* more by the said *T. D.* and *E.* his Wife sole Heiress at Law of her late Brother Sir *J. N. Bart.* deceased, as and for a Legacy given to the said *E. S.* by his last Will and Testament, and thereby charged upon the Manor of, *&c.* 824*l.* 19*s.* more by the said Dame *E. S.* and *T. D.* as Administrators, with the said Will of the said Sir *J. N.* annexed, as and for the fourth Part or Share of the said *E. S.* of and in the personal Estate of the said Sir *J. N.* by Virtue of or according to some Statute or Statutes of Distribution; 1000*l.* more by the said Dame *E. S.* and *T. D. jun.* and *E.* his Wife, which said Dame *E. S.* and *E.* Wife of the said *T. D.* are Administratrixes with the Will annexed of *J. N. Esq;* deceased (Brother of the said Sir *J. N.*) as and for a Legacy given by the same Will to the said *E. S.* 3387*l.* 16*s.* 4*d.* more by the said Dame *E. S.* and *T. D.* and *E.* as and for the fourth Part or Share of the said *E. S.* of and in the personal Estate of the said *J. N.* by Virtue of or according to some Statute or Statutes of Distributions, and 2087*l.* 4*s.* 8*d.* (the Remainder of the Sum of 15,000*l.*) by the said Dame *E. S.* as her free and voluntary Gift; the respective Receipts of which said several Sums of, *&c.* respectively paid as aforesaid, (making together the said Sum of 15,000*l.*) the said Sir *R. M.* (Party to these Presents) doth hereby acknowledge, and thereof and of every Part thereof doth acquit, release and discharge the said Dame *E. S.* *T. D.* and *E.* his Wife, and every of them, their and every of their Heirs, Executors and Administrators respectively, by these Presents, and for settling and assuring of the Manors, Park, Scite, Messuages, Mills, Lands, Grounds, Woods, Coppices, Rents, Tenements and Hereditaments herein after mentioned, to such Uses, upon such Trusts, and to and for such Intents and Purposes, and with and under such Provisoos and Agreements, as are herein after limited, expressed and declared, of and concerning the same; and in Consideration of the Sum of 10*s.* of lawful Money to the said Sir *R. M.* (Party to these Presents) in Hand paid by the said *T. D. sen.* and *T. D. jun.* at and before the Sealing and Delivery to these Presents, the Receipt whereof is hereby acknowledged, he the said Sir *R. M.* (Party of these Presents) hath granted, released and confirmed, and by these Presents doth grant, release and confirm unto the said *T. D. sen.* and *T. D. jun.* (in their actual Possession now being, by Virtue of a Bargain and Sale to them thereof made by the said Sir *R. M.* (Party to these Presents) for one whole Year, for the Consideration of the Sum 5*s.* of, *&c.* by Indenture bearing Date the Day next before the Day of the Date of these Presents, and made between, *&c.* and sealed and executed before the Sealing and Executing of these Presents, and by Force of the Statute for Transferring of Uses in Possession) and to their Heirs, All that, *&c.* (*Parcels*); and the Reversion and Reversions, Remainder and Remainders, Rents, Issues and Profits of the said Manors, *&c.* and all and singular the said Premises, and also all the Estate, Right, Title, Interest, Trust, Benefit, Claim and Demand whatsoever, both in Law and Equity of him the said Sir *R. M.* (Party to these Presents) of, in, unto or out of the said Manors, *&c.* or any of them, or any Part or Parts of them or any of them; **To have and to hold** the said Manors, and all and singular the Premises herein before mentioned, and intended to be hereby granted and released, with their and every of their Appurtenances, (except as before excepted) unto the said *T. D. sen.* and *T. D. jun.* and their Heirs, to such Uses, upon such Trusts, and to and for such Intents and Purposes, and under and subject to such Provisoos, Powers and Agreements, as are herein after limited, declared, mentioned and expressed, of and concerning the same; that is to say, **To the Use** of the said Sir *R. M.* (Party of these Presents) and his Heirs, until the Solemnization of the said intended Marriage; and from and after the Solemnization thereof, then **To the Use** Intent and Purpose, that the said *T. D. sen.* and *T. D. jun.* and their Heirs, shall and may, during the joint Lives of the said Sir *R. M.* (Party to these Presents) and of the said *E. S.* his intended Wife, have and receive out of all the said Premises one Annuity or yearly Sum of 200*l.* of, *&c.* to be paid unto them the said *T. D. sen.* and *T. D. jun.* their Heirs and Assigns, at the four most usual Feasts or Days of Payment in the Year, that is to say, the Feasts, *&c.* by four even and equal quarterly Portions at, *&c.* free and clear of and from all Taxes, Charges, and Impositions whatsoever, taxed, charged or imposed, or to be taxed, charged or imposed by act of Parliament, or otherwise howsoever, upon the said Premises, or any Part or Parts thereof, or upon the said Annuity or yearly Sum of 200*l.* or any Part thereof; the first quarterly Payment thereof to be made

The Marriage
Portion consisting of
divers Legacies
given by different Persons
Wills.

General
Words.

Lease for a
Year awarded.

Habendum,

to the Use of
the Husband
till Marriage;
Remainder to
Trustees for
securing an
Annuity of
200*l.*

General
Words.

made upon the Feast, &c. next ensuing the Date of these Presents: **And to this further** Clause of Entry and Distress.
 Use, Intent and Purpose, that if the same Annuity or yearly Sum of 200*l.* or any Part thereof, shall happen to be behind and unpaid by the Space of 21 Days next after any of the said Feasts or Days whereon the same ought to be paid as aforesaid, then and from thenceforth and so often, and from Time to Time, as the said Annuity or yearly Sum, or any Part thereof, shall be so behind or unpaid as aforesaid, **It** shall and may be lawful to and for the said *T. D. sen.* and *T. D. jun.* their Heirs and Assigns, into and upon all and every the said Premises, and into and upon any Part or Parts thereof, to enter and distrain, and the Distress and Distresses then and there found to take, carry away, detain and keep, until the said Annuity or yearly Sum of 200*l.* and all Arrears thereof so unpaid as aforesaid, together with all Costs, Charges and Expences, to be occasioned by such Distress or Distresses as aforesaid, shall be fully satisfied and paid, according to the true Intent and Meaning of these Presents; **And also to this further** Of Re entry and Possession until Annuity and Arrears satisfied.
 Use, Intent and Purpose, that if the same Annuity or yearly Sum of 200*l.* or any Part thereof, shall happen to be behind and unpaid for the Space of 41 Days next after any or either of the said Feasts or Days whereon the same ought to be paid as aforesaid, being lawfully demanded, then and from thenceforth so often, and from Time to Time, as the said Annuity or yearly Sum of 200*l.* or any Part thereof, shall be so behind or unpaid by the Space of 41 Days as aforesaid, it shall and may be lawful to and for the said *T. D. sen.* and *T. D. jun.* their Heirs and Assigns, into and upon all and singular the said Premises, and into and upon any Part or Parts thereof to enter, and the same to have, hold and enjoy, and to take the Rents, Issues, and Profits thereof, until the same Annuity or yearly Sum of 200*l.* and all Arrears thereof so unpaid by the Space of 41 Days as aforesaid, and all Arrears that shall incur during such Possession, together with the Costs, Charges and Expences to be occasioned by such Entry, shall be fully satisfied and paid, according to the true Intent and Meaning of these Presents; which said Annuity or yearly Sum of 200*l.* shall be upon the Trusts herein after mentioned, declared and expressed of and concerning the same; and as for and concerning all and singular the said Premises, subject to the said Annuity or yearly Sum of 200*l.* payable as aforesaid, **To the Use** of the said Sir *J. N.* and *E. P.* their Executors, Administrators and Assigns, for and during the Term of 200 Years from and after the Solemnization of the said intended Marriage, fully to be compleat and ended, without Impeachment of or for any Manner of Waste; and from and after the Determination of the same Term, and subject thereunto, **To the Use** of the said Sir *R. M.* (Party to these Presents) for and during the Term of his natural Life, without Impeachment of or for any Manner of Waste; and from and after the Determination of that Estate, **To the Use** of the said *T. D. sen.* and *T. D. jun.* and their Heirs, for and during the natural Life of the said Sir *R. M.* (Party to these Presents); **Upon Trust** to preserve the contingent Remainders herein after limited from being defeated or destroyed, and for that Purpose to make Entries and bring Actions, as Occasions shall require; but nevertheless in Trust to permit and suffer the said Sir *R. M.* (Party to these Presents) and his Assigns, to receive and take the Rents, Issues and Profits of the same Premises, to and for his and their own Use and Benefit during his natural Life; and from and after the Decease of the said Sir *R. M.* (Party to these Presents), **To the Use**, Intent and Purpose, that the said *E. S.* if she happen to survive the said Sir *R. M.* (Party to these Presents) her intended Husband, shall and may have, receive and take one Annuity or yearly Sum of 1400*l.* of, &c. for and during the Term of her natural Life, for her Jointure, and in full Satisfaction, Lieu and Bar of all Dower and Thirds, and Title of Dower or Thirds, which she shall or may have or claim of, in, unto or out of any Manors, &c. whereof the said Sir *R. M.* (Party to these Presents) shall be seised of any Estate of Inheritance during the intended Coverture (between him and the said *E. S.*) to be paid unto her the said *E. S.* and her Assigns, upon the four most usual Feasts or Days of Payment in the Year, that is to say, the Feasts, &c. (The same as the preceding general Words for Payment of the 200*l.*) the first quarterly Payment thereof to be made upon such of the same Feast-Days as shall next happen after the Decease of the said Sir *R. M.* (Party to these Presents): **And, &c.** (As in the preceding Clauses of Entry, and Distress and Re-entry for Non-payment of the 200*l.*) and from and after the Decease of the said Sir *R. M.* (Party to these Presents) subject nevertheless to the said Annuity or yearly Sum of 1400*l.* to the said *E. S.* for her Jointure as aforesaid, **To the Use** and Behoof of the said *T. D. sen.* and *T. D. jun.* their Executors, Administrators and Assigns, for and during and until the full End and Term of 500 Years, without Impeachment of or for any Manner of Waste, upon the Trusts, and to and for the Intents and Purposes herein after mentioned, declared and expressed of and concerning the same Term; and from and after the Determination of the Term of 500 Years, **To, &c.** (Vide Limitations of Uses and Trusts, p. 456.) 200 Years Term for several Uses, Jam Waste, to preserve contingent Remainders.
And for Default of such Issue, **To the Use** and Behoof of the said *T. D. jun.* and *F. P.* their Executors, Administrators and Assigns, for and during and until the full End and Term of 1000 Years, without Impeachment of or for any Manner of Waste: **Upon the Trusts**, and The Wife's Jointure. Use declared to Trustees for 1000 Years.

to and for the Intents and Purposes herein after mentioned, declared and expressed of and concerning the same Term; and from and after the Determination of the said Term of 1000 Years, **To the Use** and Behoof of the said Sir R. M. (Party to these Presents) his Heirs and Assigns for ever: **And** it is hereby declared and agreed by and between all the said Parties to these Presents, that the said Annuity or yearly Sum of 200*l.* herein before mentioned to be paid to them the said *T. D. sen.* and *T. D. jun.* and their Heirs, is to be paid upon the Trusts following, that is to say, **Upon Trust** that they the said *T. D. sen.* and *T. D. jun.* and their Heirs, shall pay the same Annuity or yearly Sum of 200*l.* as followeth, *viz.* To such Person and Persons only, and to and for such Uses, Intents and Purposes only, as the said *E. S.* alone, without the Order, Direction, Intermeddling or Control of him the said Sir R. M. (Party to these Presents) notwithstanding her Coverture, shall by any Writing or Writings, with or without Power of Revocation, to be signed by her the said *E. S.* with her own proper Hand Writing, from Time to Time direct or appoint, for the private and personal Use and Expences of the said *E. S.* wherewith, or with the Interest, Produce or Profit whereof the said Sir R. M. (Party to these Presents) shall not, nor may intermeddle in any wise, or have any Power in any Manner to incumber, charge, release, or otherwise dispose of the same: **Provided** that in the mean Time, and until the said *E. S.* shall make such Appointment as aforesaid of the said Annuity or yearly Sum of 200*l.* or of some Part thereof, the same shall be paid to her own proper Hands, and her Receipt in Writing under her Hand shall from Time to Time (notwithstanding her Coverture) be a sufficient Discharge for such Monies as she the said *E. S.* shall think fit to receive, in Part or upon Account of the same Annuity or yearly Sum, with her own Hands, and which she shall not have appointed to any other Person; and as for, touching and concerning the said Term of 200 Years, herein after limited to them the said Sir *J. N.* and *E. P.* their Executors, Administrators and Assigns, it is hereby declared, that the same Term is limited to them, upon Trust for the further and better securing the Payment of the said Annuity or yearly Sum of 200*l.* clear of all Taxes and Charges as aforesaid, during so many Years of the said Term of 200 Years as the said Sir R. M. (Party to these Presents) and *E. S.* shall both jointly live. (Vide *Tir. Re-entry and Possession till Arrear satisfied, in this Settlement*). **Provided**, that until Default shall be made in Payment of the said Annuity or yearly Sum of 200*l.* or of some Part or Parts thereof, contrary to the true Intent and Meaning of these Presents, it shall and may be lawful to and for the said Sir R. M. (Party to these Presents) to receive and take the Rents, Issues and Profits of the said Premises, comprised in the said Term of 200 Years, and for his own Use and Benefit, without giving any Account for the same: **Provided also**, that upon the Death of either of them the said Sir R. M. (Party to these Presents) and *E. S.* all Arrears of the said Annuity or yearly Sum of 200*l.* and all Costs and Charges relating to the same being fully paid and satisfied, according to the true Intent and Meaning of these Presents, the said Term of 200 Years shall cease and be void; **And as for, touching and concerning** the said Term of 500 Years herein before limited to them the said *T. D. sen.* and *T. D. jun.* their Executors, Administrators and Assigns, as aforesaid, it is hereby declared and agreed by all the said Parties to these Presents, that the same Term is so limited to them, upon Trust for the further and better securing the Payment of the said Annuity or yearly Sum of 1400*l.* at such Times and Place as are herein before appointed for Payment thereof, clear of all Taxes and Charges as aforesaid, unto the said *E. S.* and her Assigns for her Life, after the Death of the said Sir R. M. (Party to these Presents) and for that End, *&c.* (as before in *Clause Re-entry*): **Provided** that until Default shall be made in Payment of the said Annuity or yearly Sum of 1400*l.* or of some Part or Parts thereof, it shall and may be lawful to and for the Person and Persons for the Time being, who shall be intitled to the Reversion or Remainder immediately expectant upon the Determination of the Term of 500 Years, by Virtue of any the Limitations aforesaid, from Time to Time to receive and take the Rents, Issues and Profits of the said Premises comprised in the same Term, to and for his and their own Use and Benefit, without giving any Account for the same; and that after the Death of the said *E. S.* and Payment and Satisfaction of all Arrears of the said Annuity or yearly Sum of 1400*l.* and of all Costs and Charges relating to the same, the said Term of 500 Years shall cease and be void. (Vide *last preceding Settlement, under the Titles for raising Daughters Portions, and Maintenances, and their Advancement in their Father's Life time, and the other Provisoes therein*). **Provided**, and it is hereby declared and agreed by and between all the said Parties to these Presents, that it shall and may be lawful to and for all and every Person and Persons, being in the actual Possession of all or any Part or Parts of the Premises herein before mentioned to be hereby granted and released, by Virtue of any the Limitations aforesaid, by any Deed or Deeds indented, under their Hands and Seals respectively to be executed, from Time to Time to make any Lease or Leases in Possession, not in Reversion or Remainder, or by way of future Interest, of all or any the same Premises, or any Part or Parts thereof, whereof such Person or Persons shall be in Possession as aforesaid, for any Term or Number of Years not exceeding

Remainder to the Husband in Fee.

The 200*l.* not liable to the Husband's Control.

Wife's Receipts sufficient.

Declaration as to 200 Years Term to be for securing said 200*l.* per Ann.

The Husband to receive Rents until Default.

The Trusts of the Term of 500 Years is for securing 1400*l.* per Ann. Jointure.

Power to make Leases of Premises in the Country.

ceeding 21 Years; so as no such Leases by any express Words therein to be contained be made dispunishable of Waste, and so as upon all and every such Lease and Leases there be reserved to continue payable during the respective Continuance of such Lease and Leases, the best and most improved yearly Rents that can be reasonably had or obtained, without taking any Sum or Sums of Money, or other Thing, by way of Fine or Income for the same, and so as in every such Lease there be contained a Clause of Re-entry for Non-payment of the Rent or Rents to be thereby reserved, and so as the Lessee and Lessees, to whom such Leases shall be made as aforesaid, seal and deliver Counterparts of such Lease and Leases respectively to be made as aforesaid: **Provided also**, and it is hereby declared and agreed by all the said Parties to these Presents, that it shall and may be lawful to and for all and every Person and Persons being in the actual Possession of all or any of the Messuages, &c. at *Westminster*, by Virtue of any the Limitations aforesaid, in order to the Rebuilding of all or any of the said Messuages, &c. or to the Building upon all or any of the said Ground or Soil, by any Deed or Deeds indented, under their Hands and Seals respectively to be executed, to make any Lease or Leases in Possession, not in Reversion or Remainder; or by way of future Interest, of all or any of the said Premises, unto any Person or Persons, for any Term or Number of Years not exceeding 61 Years, so as no such Lease, by any express Words therein to be contained, be made dispunishable of Waste; and so as upon all and every such Lease and Leases there be reserved, to continue payable during the respective Continuance of such Lease and Leases, the best and most improved yearly Rents that can, with respect to the Encouragement of Building, be reasonably had or obtained, without taking any Sum or Sums of Money; or other Thing by way of Fine or Income for the same; and so as in every such Lease there be contained a Clause of Re-entry for Non-payment of the Rent or Rents to be thereby reserved; and so as the Lessee and Lessees, to whom such Leases shall be made as aforesaid, seal and deliver Counterparts thereof respectively: **And** the said Sir R. M. &c. (Vide the last preceding Settlement; **Covenants** that the Husband hath Right to convey; for quiet Enjoyment, and free from Incumbrances. If any Incumbrances, say, (other than except, &c. as the Case may be) and also the Covenant for further Assurance; and also the said Sir R. M. recites two several Leases from the Bishop of Rochester to Sir R. M. his Father and Dame M. M. his Mother): **And whereas** the said two several recited Indentures of Lease, and the several Premises thereby respectively demised, are the proper Estate of the said Sir R. M. (Party to these Presents); and the said Dame M. M. stands seised or possessed of such Term or Estate, Terms or Estates, as she can or may claim therein respectively, **In Trust** only for the said Sir R. M. (Party to these Presents): **Now this Indenture further witnesseth**, that for the Considerations aforesaid, and for and in Consideration of the two several Sums of 5 s. a-piece to the said Sir R. M. (Party to these Presents) and Dame M. M. in Hand respectively paid by the said T. D. jun. and F. P. the several Receipts whereof are hereby respectively acknowledged, he the said Sir R. M. (Party to these Presents) and at his Request, and by his Direction and Appointment, (testified by her being a Party to, and Signing and Sealing of these Presents) the said Dame M. M. have, and each of them hath granted, bargained, sold, released and confirmed, and by these presents Do, and each of them Doth grant, bargain, sell, release and confirm unto the said T. D. jun. and F. P. in their actual Possession now being, by Virtue of a Bargain and Sale thereof to them made by the said Sir R. M. (Party to these Presents) and Dame M. M. for the Term of one whole Year, for the Consideration of 5 s. of lawful Money, by Indenture bearing Date the Day next before the Day of the Date of these Presents, and made between the said Sir R. M. (Party to these Presents) and Dame M. M. of the one Part, and the said T. D. jun. and F. P. of the other Part, and sealed and executed before the sealing and Executing of these Presents, and by Force of the Statute for Transferring of Uses into Possession, and to their Heirs, All that, &c. and the Reversion and Reversions, Remainder and Remainders, Rents, Issues and Profits of all and singular the said Premises respectively demised by the said two recited Indentures of Lease as aforesaid; and also all the Estate, Right, Title, Interest, Trust, Benefit, Claim and Demand whatsoever, of them, the said Sir R. M. (Party to these Presents) and Dame M. M. and of either of them, of, in, unto or out of the same Leasehold Premises, or any Part or Parts thereof, together with the said two recited Indentures of Lease; **To have and to hold** the said Manor, and all and singular the said Premises demised to the said Sir R. M. deceased, as aforesaid, with the Appurtenances, unto the said T. D. jun. and F. P. their Heirs and Assigns, for and during the natural Lives of the said Sir R. M. (Party to these Presents) C. and E. E. (The Lives named in the first Lease) and of the Life of the longest Liver of them, **To the Use** and Behoof of them the said T. D. jun. and F. P. their Heirs and Assigns, for and during the natural Lives of the said Sir R. M. (Party to these Presents) C. and E. E. and the Life of the longest Liver of them; **Subject nevertheless** to the Rent, Covenants, Conditions and Agreements in the same Indenture of Lease reserved, mentioned and expressed; **And to have and to hold** the said — and all and singular the said Premises so demised as aforesaid, unto

The like for Premises in London.

That Sir R. M. stands seised of the Premises demised in said Leases, and his Mother only as his Trustee. Grant of Leasehold Estates.

Joint Release of the Premises by Sir R. M. and his Mother.

Habendum:

the said Dame *M. M.* with the Appurtenances, unto the said *T. D. jun.* and *F. P.* their Heirs and Assigns, for and during the natural Lives of the said Sir *R. M.* (Party to these Presents) *T. P.* and *H. P.* (the Lives named in the second Lease) and the Life of the longest Liver of them, **To the Use** and Behoof of the said *T. D. jun.* and *F. P.* their Heirs and Assigns, for and during the natural Lives of the said Sir *R. M.* (Party to these Presents) *T. P.* and *H. P.* and the Life of the longest Liver of them; **Subject nevertheless** to the Rents, Covenants, Conditions and Agreements in the same Indenture of Lease reserved, mentioned and expressed: **Provided**, and it is hereby declared and agreed by and between all the said Parties to these Presents, that the Conveyance hereby made of, and these Presents, as for and concerning the said Premises demised by the said Bishop as aforesaid, and herein before mentioned and intended to be hereby granted and released to the said *T. D. jun.* and *F. P.* and their Heirs, for Lives as aforesaid, are upon the Trusts following, that is to say, **In Trust** for the said *R. M.* (Party to the Presents) and his Heirs, until the Solemnization of the said intended Marriage; and after the Solemnization of the said intended Marriage, then **Upon Trust** that they the said *T. D. jun.* and *F. P.* their Heirs and Assigns, shall and do permit and suffer the said Sir *R. M.* (Party to these Presents) and his Assigns, to receive and take the Rents, Issues and Profits, of the said Leasehold Premises to and for his and their own Use and Benefit during the Term of his natural Life, without giving any Account for the same; and from and after his Decease, then **In Trust** for such Person and his Heirs as at the Time of the Decease of the said Sir *R. M.* (Party to these Presents) shall be the Heir Male of his Body on the Body of the said *E. S.* begotten, to take Lands from him by Course of Descent at Common Law, and not by the Custom of Gavelkind; and in Case there shall be at the Time of his Decease no such Heirs Male, then **In Trust** for the Heirs and Assigns of the said Sir *R. M.* (Party to these Presents): **Provided**, and it is hereby further declared and agreed, by and between the said Parties to these Presents, that the Conveyance hereby made of and these Presents, as for and concerning the said Leasehold Premises demised by the said Bishop as aforesaid, and herein before mentioned and intended to be hereby granted and released to the said *T. D. jun.* and *F. P.* as aforesaid, are upon this further Trust, that when there shall be Occasion to renew both or either of the said two recited Leases, to fill up any Life or Lives, or to change any Life or Lives, then they the said *T. D. Junior*, and *F. P.* their Heirs or Assigns, shall and do, from Time to Time, at the Request, Cost and Charges of the said Sir *R. M.* (Party to these Presents), his Heirs or Assigns, and in case of his or their Refusal, then by and out of the Rents of the same Leasehold Premises, or by raising Monies by mortgaging the same, or some Part thereof, surrender the said two recited Leases, or either of them, and the said Premises in them, or either of them comprised, unto the Bishop of *R.* for the Time being, and take two new Leases, or one new Lease of the Premises comprised in the same Leases or Lease respectively, as shall be so surrendered, as aforesaid, for three such Lives, as at the Time or Times of such Taking shall be nominated by the said Sir *R. M.* (Party to these Presents) his Heirs or Assigns, or in case of Default of Nomination, then for such three Lives as the said Trustees shall think fit: **Provided also**, and it is hereby declared and agreed by and between the said Parties to these Presents, that after any such Renewal or Renewals as aforesaid, the Leasehold Premises, or such of them respectively as shall be comprised in such new Leases or Lease respectively to be taken as aforesaid, and the same Leases or Lease shall remain and be, or be conveyed to the like Uses, and upon the like Trusts, as are herein before limited and declared of the said Leasehold Premises comprised in the said two recited Leases; **And** the said Sir *R. M.* (Party to these Presents) for himself, his Heirs, Executors and Administrators, doth covenant and grant to and with the said *T. D. Junior*, and *F. P.* their Heirs and Assigns, by these Presents, as followeth; (that is to say) that they the said Sir *R. M.* (Party to these Presents) and Dame *M. M.* or one of them have or hath good Right, Title and Authority to grant and release the said Premises comprised in the said two recited Indentures of Lease, unto and to the Use of the said *T. D. Junior*, and *F. P.* their Heirs and Assigns, in Manner aforesaid; **And also** that the same Leasehold Premises may be held and enjoyed upon the Trusts before mentioned touching the same; and that he the said Sir *R. M.* (Party to these Presents) shall and will, during his Life, bear, pay and discharge all such Costs, Charges, Fines and Expences, as shall be paid or expended in or about the Renewing the same Leases, or either of them, in Manner aforesaid; **And** the said Sir *R. M.* (Party to these Presents) for himself, his Heirs, Executors and Administrators, doth further covenant, promise and agree to and with the said *T. D. Junior*, and *F. P.* their Executors, Administrators and Assigns, by these Presents, that before the Intermarriage of the said Sir *R. M.* (Party to these Presents) with the said *E. S.* the Sum of 6000 *l.* (Part of the said Sum of 15000 *l.* Marriage Portion) shall be paid by him the said *R. M.* (Party to these Presents) to the said *T. D. Junior*, and *F. P.* or shall be secured to be paid with Interest, at the Rate of 5 *l.* per Cent. per Ann. unto them, within the space of 12 Calendar Months, by the Bond of the said Dame *E. S.* of the Penalty of 12000 *l.* **And** it is hereby declared and

Declaration of
the Trusts.

Sir *R. M.* to
receive the
Profits for his
Life.

Trustees may
change Lives.

and on Sur-
render may
renew the
Leases for
three new
Lives.

The new
Leases to be
on the same
Trusts.

Right to grant
the Copyhold
Premises.

Covenant that
Sir *R. M.* shall
pay to Tru-
stees 6000 *l.*
Part of the

agreed by and between the said Parties to these Presents, that the said Sum of 6000*l.* when paid to the said *T. D. Junior*, and *F. P.* shall be upon the Trusts, and to and for the Intents and Purposes following, *viz. Upon Trust* that they the said *T. D. Junior*, and *F. P.* or the Survivor of them, or the Executors or Administrators of such Survivor, shall and do, with all convenient Speed, lay out and dispose of the said Sum of 6000*l.* either intirely or by Parcels, with the Consent and Approbation of the said Sir *R. M.* (Party to these Presents) and Dame *E. S.* or of the Survivor of them, in case they or either of them be then living, otherwise at their own Discretion in the Purchase or Purchases of some Manors, Messuages, Lands, Tenements, Rents or Hereditaments of an Estate of Inheritance in the County of *K.* or within 40 Miles of the same County; **And it is** hereby declared and agreed, that when such Purchase or Purchases shall be so made as aforesaid, the Manors, Messuages, Lands, Tenements, Rents and Hereditaments so to be purchased, shall on such Purchase be conveyed and settled **To** and for such Uses, Estates, Intents and Purposes, and subject to such Provisoes and Agreements as are herein before limited, declared and expressed of and concerning the said Inheritance and Premises in the said County of *K.* as far as the Deaths of Parties will admit of, but so as the several Annuities or yearly Sums of 200*l.* and 1400*l.* to be mentioned in such Conveyance and Settlement, and the two several Terms of 200 Years and 500 Years therein likewise to be mentioned, be only as additional Charges or Securities for the said Annuities or yearly Sums of 200*l.* and 1400*l.* herein before mentioned, and be not accounted or taken to be further or additional Annuities or yearly Sums, and so as the Term of 1000 Years to be limited in such new Purchase or Purchases, be only as an additional Security for the raising and paying the Portions and Maintenances, to and for such Daughter and Daughters as aforesaid, as are herein before directed or appointed to be raised and paid, and not for the raising any other Portions or Maintenances: **Provided**, and it is hereby declared and agreed by and between all the said Parties to these Presents, that in the mean Time, and until such Purchase or Purchases as aforesaid shall be made, it shall and may be lawful to and for the said *T. D. Junior*, and *F. P.* and the Survivor of them, and the Executors and Administrators of such Survivor, with the Consent and Approbation of the said Sir *R. M.* (Party to these Presents) and Dame *E. S.* or the survivor of them, and in case of their Death at the Discretion of the said Trustees, or of the Survivor of them, to place out and dispose of the said 6000*l.* or any Part or Parts thereof, upon some Mortgage or Mortgages, or other Security or Securities in the Exchequer, or elsewhere, and until some convenient Purchase or Purchases Mortgage or Mortgages, Security or Securities can be had, to lodge or dispose with such Consent and Approbation, as aforesaid, the said Sum of 6000*l.* or any Part or Parts thereof with some Person or Persons, or in some Place or Places for safe Custody; and also that the Interest and Proceed that shall be made of the said 6000*l.* or of any Part or Parts thereof, shall be paid, applied and disposed of to the same Uses, as the Rents and Profits of the Purchase or Purchases, when made, are to go and be paid. (*Vide last Proviso in the last foregoing Settlement.*) **In Witness**, &c.

Marriage Portion, or secure the same to be paid, to be by them laid out in a Purchase;

to the Uses before mentioned,

and for raising Portions for Daughters;

Trustees to lay out the 6000*l.* on Mortgages or otherwise,

*A Settlement before Marriage, reciting that the intended Wife being possessed of several Freehold and Leasehold Estates, and South-Sea and other Stocks, conveys the same to Trustees to the several Uses therein mentioned, reserving to herself (in case of no Issue) the Disposal thereof, as she by Will, or otherwise, should think fit, (and reserving to her Husband 3000*l.* and some Securities for Money, &c.)*

THIS Indenture Tripartite, &c. Between the Reverend *J. E.* of, &c. of the first Part, *M. K.* of, &c. Spinster, sole Executrix and Residuary Legatee and Devisee of the last Will and Testament of *R. K.* late of, &c. Gent. her Cousin, deceased, of the second Part, and *J. S.* of, &c. and *C. P.* of, &c. of the third Part. **Whereas** a Marriage by God's Permission is shortly intended to be had and solemnized between the said *J. E.* and the said *M. K.* **And whereas** the said *M. K.* at the Time of executing of these Presents, is and stands seised in Fee-simple to her and her Heirs, of and in the several Freehold Messuages, Lands, Tenements and Hereditaments herein after mentioned and intended to be hereby granted and released: **And whereas** the said *M. K.* at the Time of executing hereof, is possessed of, interested in, and intitled unto a Leasehold Messuage and Lands thereto belonging, for the Remainder of a certain Term of 900 Years therein now to come, and herein after assigned; and also of, in and to a considerable other Personal Estate, consisting in ready Monies, long Exchequer Annuities, South-Sea Annuities, South-Sea trading Stock, Million Bank Stock and Army Debentures herein after mentioned, amounting in the whole to the Sum or Value of — or thereabouts: **And whereas** upon the Treaty, and previous to the

Recitals, *viz.* as to the intended Marriage.

As to the Freehold Estate.

As to the Leasehold Estate.

As to the Annuities and Stocks

As to previous said Agreement.

First Consideration, being the Release of the Freehold Premises.

Habendum.

Uses.

Subject to an Annuity.

Uses of Husband and his Heirs for Life.

said intended Marriage, it hath been and is agreed between the said *J. E.* and *M. K.* that the said Freehold Messuages, Lands, Tenements and Hereditaments of her the said *M. K.* should be by her granted and released unto the said *J. S.* and *C. P.* and their Heirs, to, for and upon the several Uses, and subject to the Trusts, Intents and Purposes, in such Manner as herein after is mentioned, limited, expressed and declared of and concerning the same; and that the Sum of — *l.* (being Part of the Personal Estate and Portion of her the said *M. K.*) shall be by her now paid to the said *J. E.* to and for his own Use and Benefit, and that as well the said Leasehold Messuages and Lands thereunto belonging, as also the said several Annuities, Stocks, and other the Residue of the Personal Estate of her the said *M. K.* together with the Interest, Dividends and Produce to arise and be made thereof, shall be by her assigned to and vested in them the said *J. S.* and *C. P.* to, for and upon the several Trusts, Intents and Purposes herein after also mentioned, expressed and declared of and concerning the same respectively: **Now this Indenture witnesseth,** that in Pursuance and Part of Performance of the said recited Agreement; and in Consideration of the said intended Marriage, and also in Consideration of the said Sum of 3000 *l.* of, &c. to him the said *J. E.* in Hand well and truly paid by the said *M. K.* at or before the Executing of these Presents; the Receipt whereof he the said *J. E.* doth hereby acknowledge, and thereof doth acquit; exonerate, and for ever discharge the said *M. K.* her Heirs, Executors, Administrators and assigns, by these Presents; and also in Consideration that he the said *J. E.* (over and besides the said Sum of — *l.* to him now paid) will by Virtue of the said intended Marriage be intitled to a considerable Part of the Personal Estate belonging to her the said *M. K.* consisting in several Securities by Bonds and Notes, and of several Household Goods and Furniture, Stock and other Things, which are not intended to be by her herein after assigned, and for the Conveying, Settling and Assuring of the Freehold Messuages, Lands, Tenements and Hereditaments herein after mentioned and intended to be herein and hereby granted and released to, for and upon the several Uses, Trusts, Intents and Purposes, and subject to the Provisoos, Powers and Agreements herein after mentioned, expressed and declared of and concerning the same; and also for and in Consideration of the Sum of 10 *s.* of, &c. to her the said *M. K.* now paid by the said *J. S.* and *C. P.* the Receipt whereof is by her hereby acknowledged, and for divers other good and valuable Causes and Considerations her thereunto especially moving, the said *M. K.* (by and with the Knowledge, Privity, Consent and Approbation of the said *J. E.* her intended Husband, testified by his being a Party to, and executing of these Presents) **Doth** granted bargained, sold, aliened, released and confirmed, and by these Presents **Doth** grant, bargain sell, alien, release and confirm unto them the said *J. S.* and *C. P.* (in their actual Possession now being) by Virtue of a Bargain and Sale to them thereof made by her the said *M. K.* for one whole Year, in Consideration of the Sum of 5 *s.* of lawful Money, by Indenture bearing Date the Day next before the Day of the Date of these Presents, and made between the said *M. K.* of the one Part, and the said *J. S.* and *C. P.* of the other Part, and executed before the Execution hereof, and by Force of the Statute for transferring Uses into Possession (in that behalf made and provided) and to their Heirs and Assigns, **All** that, &c. (*Freehold Parcels*) and the Reversion and Reversions, Remainder and Remainders, Rents, Issues and Profits of all and singular the hereby granted and released Messuages, &c. and also all the Estate, Right, Title, Interest, Trust, Inheritance, Property, Claim and Demand whatsoever, both at Law and in Equity, of her the said *M. K.* or of any other Person or Persons in Trust for her, of, in, to or out of the said hereby granted and released Hereditaments and Premises, and every Part and Parcel thereof; **To have and to hold** the said Messuages, Lands, Tenements, Hereditaments, and all and singular other the Premises herein before mentioned and intended to be hereby granted and released, with their and every of their Appurtenances, unto the said *J. S.* and *C. P.* their Heirs and Assigns, to, for and upon the several Uses, Trusts, Intents and Purposes, and subject to the several Provisoos, Powers, Limitations and agreements herein after mentioned, limited, expressed and declared of and concerning the same respectively; (that is to say) **To** the Use and Behoof of the said *M. K.* and her Heirs, until the Solemnizing of the said intended Marriage, and from and immediately after the Solemnization thereof, **Subject** to and charged with the Payment of an Annuity or yearly Sum of 30 *l.* to *M. K.* Widow, Mother of the said *M. K.* (Party hereto) during her natural Life, in such Manner as herein after is mentioned, in case the said *M. K.* Widow, shall happen to survive the said *M. K.* (Party hereto) but not otherwise, and so subject **To** the Use and behoof of the said *J. E.* and his Assigns, for and during the Term of his natural Life, without Impeachment of or for any Manner of Waste, other than voluntary Waste in pulling down Houses without rebuilding the same; and from and immediately after the Determination of that Estate, to the Use and Behoof of the said *J. S.* and *C. P.* and their Heirs, for and during the Life of him the said *J. E.* upon Trust to preserve the Contingent Remainders herein after limited from being defeated or destroyed, and for that Purpose to make

make Entries and bring Actions as Occasion shall require ; But nevertheless in Trust to To Trustees permit and suffer the said *J. E.* and his Assigns, during his natural Life, to receive and take to preserve the Rents, Issues and Profits of the said Premises to and for his and their Use and Benefit ; contingent Remainders; and from and after the Death of the said *J. E.* then to the Use and Behoof of the said *M. K.* his intended Wife, for and during the Term of her natural Life, without Impeachment of or for any Manner of Waste ; and from and immediately after the Death of her the said *M. K.* Party hereto, (in case the said *M. K.* Widow, her Mother, shall be then living) ; then **To the Use**, Intent and Purpose, that she the said *M. K.* Widow, and her Assigns, then as to the shall and may, during her natural Life, have, receive and take to and for her and their own Annuity to the Use and Benefit, out of all and singular the hereby released Hereditaments and Premises, one the Mother. Annuity or yearly Sum of 30*l.* of lawful Money of *Great Britain*, clear of all Taxes, Charges and Incumbrances whatsoever ; the said Annuity to be paid to her or them, upon the four most usual Feasts or Quarter-Days following, *viz.* on, &c. by four equal Portions ; the first of which quarterly Payments to begin and be made on such of the said Feast-Days as shall next happen after the Death of the said *M. K.* Party hereto, (if the said *M. K.* Widow, her Mother, be then living) together with full Power for her the said *M. K.* Widow, and her Assigns, to enter upon and make Distress on the said herein before released Premises, in case Default shall be made in Payment of the said Annuity of 30*l.* by the Space of twenty Days next after any of the said Feast Days whereon the same ought to be paid as aforesaid ; and from and after the Decease of the Survivor of them the said *J. E.* and *M. K.* his intended Wife, (*Subject nevertheless* to, and charged with the Payment of the said Annuity or yearly Sum of 30*l.* to the said *M. K.* Widow, in Manner as aforesaid) ; then as to all and singular the hereby granted and released Hereditaments and Premises, **To the Use** and Behoof of the first Son, &c. (*Vide Tit. Limitations of Uses and Trusts*, p. 456.) and for Default of such Issue, then **To the Use** and Behoof of such Person or Persons, Use and Uses, Estate Remainder to and Estates, and subject to such Provisoes, Limitations and Agreements, as she the said *M. K.* such Uses as (notwithstanding her intended Coverture, and whether Covert or Discouvert) shall by any Wife by Deed or Will should Deed or Deeds, Writing or Writings, to be by her sealed and delivered in the Presence of three or more credible Witnesses, or by her last Will and Testament in Writing, or by any direct ; Writing purporting to be her last Will, to be by her duly executed in the Presence of the like Number of Witnesses, (which Deed, Writing or Will, she the said *M. K.* is hereby, and by the said *J. E.* her intended Husband, enabled and empowered to make) shall give, direct, limit or appoint the same ; and for want of such Gift, Direction, Limitation or Appointment, and until such Gift, Direction, Limitation or Appointment shall be made, and until such Estate and Estates so limited, directed or appointed, shall respectively commence and take Effect, and as such Estate or Estates so limited, directed or appointed, shall respectively end and determine ; and as to such Part or Parts thereof, whereof no such Direction, Use of the Limitation or Appointment shall be made, **Then** as to the said Messuage or Tenement called, &c. **To the Use** and Behoof of the Right Heirs of her the said *M. K.* (Party hereto) Wife ; and as for ever ; **And** then as to the said Messuage, Farm, &c. *Upon the Trusts*, and subject to the to Residue, to the two Provisoes herein after mentioned, expressed and declared of and concerning the same Term ; Trustees for and from and after the Determination of the said Term of 500 Years and subject thereunto, 500 Years, and to the Trusts thereof, **To the Use** of *A. K.* (eldest Son of *W. K.*) Brother of her the and subject to said *M. K.* (Party hereto) his Heirs and Assigns for ever ; and as for and concerning the said that Term, to the Use of Term of 500 Years herein before limited to them the said *J. S.* and *C. P.* their Executors, the Wife's Administrators and Assigns as aforesaid, it is hereby agreed and declared by all the Parties to Brother in these Presents, that the same Estate and Term was and is to them so limited upon the Trusts, Fee. Declaration of the Trusts of the 500 Years Term, made of the Premises comprised in the said Term of 500 Years by her the said *M. K.* by to pay 500*l.* and 500*l.* Virtue of the Power aforesaid, upon this special Trust, that they the Trustees, the said *J. S.* and *C. P.* and the Survivor of them, and the Executors, Administrators or Assigns of such and 500*l.* Survivor, shall and do, by and out of the Rents, Issues and Profits of the said Premises so to the Sifter and Niece of them limited for the said Term of 500 Years as aforesaid, or by Leasing, Mortgaging, Sale, of the Wife, as shall be by them the said Trustees, or the Survivor of them, or the Executors, Administrators or Assigns of such Survivor, thought fit and convenient, (*Subject nevertheless* to Payment of the said Annuity of 30*l.* *per Ann.* to the said *M. K.* Widow, and her Assigns, during her natural Life, in Manner as aforesaid) levy and raise the Sum of 500*l.* of lawful Money of *Great Britain*, to and for the only Use and Behoof of *R. R.* Wife of *J. R.* and Sifter of the said *M. K.* (Party hereto) if then living, but not otherwise ; **And also** of the further Sum of 500*l.* of like lawful Money, to and for the only Use and Benefit of *B. K.*

As to the Assignment of the Leasehold Estate.

Habendum.

Trusts to the Wife till Marriage.

To the Husband for Life, Remainder to the Wife,

Remainder to the first and other Sons,

Spinster (Niece of her the said *M. K.* (Party hereto) and Sister of the said *A. K.* if then living, but not otherwise); the said several Sums of 500*l.* a-piece so payable to them the said *R. R.* and *A. K.* upon the Contingency, and by Virtue of the Trust aforesaid, to be paid to them respectively within twelve Months next after he the said *A. K.* shall be in the actual Possession of the said Messuage, &c. aforesaid, so to him made by Virtue of the Limitation thereof, upon the Contingency aforesaid: **Provided always**, and it is hereby agreed and declared by and between all and every the said Parties to these Presents, that if the said *A. K.* his Heirs, Executors or Assigns, shall and do well and truly pay, or cause to be paid unto the said *M. K.* Widow, and her Assigns, during her natural Life, or well and sufficiently secure to be paid to her good Liking, the said Annuity or yearly Sum of 30*l.* clear of all Taxes and Deductions, at the Times and in Manner as aforesaid, (in case she the said *M. K.* Widow, shall become intitled to the same by Virtue of these Presents); *And also* if the said *A. K.* his Heirs, Executors or Assigns, shall and do well and truly pay or cause to be paid unto the said *R. R.* and *A. K.* (*his Daughter*) the said several Sums of 500*l.* a-piece, in case they shall respectively become intitled to the same, upon the Contingency, and by Virtue of the Trusts aforesaid, and within the Time aforesaid; and also from and after Payment of all Costs and Charges to the said Trustees, touching their Execution of the Trusts relating to the said Term of 500 Years, then and from thenceforth the said Term of 500 Years shall cease, determine, and be utterly void: **And this Indenture further witnesseth**, that in further Pursuance and Performance of the said recited Agreement, and for the several Considerations aforesaid, and to the Intent the said Leasehold Messuage, Lands and Premises herein after mentioned, may be assigned, settled and assured, to, for and upon the several Trusts, Intents and Purposes herein after mentioned, expressed and declared of and concerning the same; and also for and in Consideration of the further Sum of 10*s.* of like lawful Money to her the said *M. K.* (Party hereto) now also paid by them the said *J. S.* and *C. P.* the Receipt whereof is by her hereby also acknowledged, she the said *M. K.* (Party hereto) by and with the Knowledge, Privity, Consent and Approbation of the said *J. E.* testified as aforesaid, **hath** bargained, sold, assigned, transferred, and set over, and by these Presents **Doth** bargain, sell, assign, transfer, and set over, unto the said *J. S.* and *C. P.* their Executors, Administrators and Assigns, all that Leasehold Messuage, &c. and also all the Estate, Right, Title, Interest, Trust, Reversion, yearly and other Rents, Issues and Profits, Term or Terms of Years to come and unexpired, Property, Claim and Demand whatsoever, both at Law and in Equity of her the said *M. K.* Party hereto, or of any Person or Persons in Trust for her, of, in, to or out of the said hereby assigned Leasehold Messuage or Tenement, Lands and Premises, and every Part and Parcel thereof, by Virtue of the Indenture of Lease, whereby the said Premises are held and enjoyed, or otherwise howsoever, together with the said Indenture of Lease, and all Benefit and Advantage whatsoever to be had or made thereof; **To have and to hold** the said Leasehold Messuage or Tenement, Lands, and all and singular other the Premises herein before mentioned and intended to be hereby assigned, with their and every of their Appurtenances, unto them the said *J. S.* and *C. P.* their Executors, Administrators and Assigns, from thenceforth, for and during all the Rest, Residue and Remainder of the before mentioned Term of 500 Years, which is now to come and unexpired, and of any other Term or Terms which the said *M. K.* (Party hereto) hath or is intitled to in the said Lease and Premises; **Subject nevertheless** to the Payment of such yearly Rent, and to the several Covenants, Conditions and Agreements, as in the said Indenture of Lease are reserved and contained, and which from henceforth on the Lessee's Part are to be paid and performed, **And so subject**, then to, for and upon the several Trusts, Intents and Purposes, and subject to the Provisoes herein after mentioned, expressed and declared of and concerning the same; that is to say, **In Trust** for her the said *M. K.* (Party hereto) her Executors, Administrators and Assigns, until the Solemnization of the said intended Marriage; and from and after the Solemnization thereof, in Trust to permit and suffer the Rents, Issues and Profits of the said hereby assigned Leasehold Premises, to be had, received and enjoyed by the said *J. E.* and his Assigns, for and during so many Years of the said Term of 500 Years which are yet to come and unexpired, as he shall happen to live; and from and immediately after his Decease, **In Trust** to permit and suffer the Rents, Issues and Profits of the said hereby assigned Leasehold Premises to be had, received and enjoyed by the said *M. K.* (Party hereto) and her Assigns, for and during so many Years of the said Term of 500 Years, as she the said *M. K.* shall happen to live; and from and immediately after the Death of the Survivor of them the said *J. E.* and *M. K.* his intended Wife, **In Trust** to permit and suffer the Rents, Issues and Profits of the said hereby assigned Premises to be had, received and enjoyed by the first Son of the said *J. E.* on the Body of the said *M. K.* his intended Wife, until such Son shall attain his Age of twenty-one Years; and from and after such first Son shall attain his said Age of twenty-one Years, then in Trust for such first Son, his Executors, Administrators and Assigns, for the Rest and Residue of the said Term of 500 Years; but in case such first Son shall happen to die before his Age of twenty-

one Years, then **In Trust** for the second and all other the Sons of the said *J. E.* on the Body of the said *M. K.* his intended Wife to be begotten, successively as they shall be in Priority of Birth, until the Elder of such Sons shall respectively attain his and their Age of twenty-one Years: **Provided** always, that in case any such Sons shall attain his Age of twenty-one Years, then in Trust, and to the Intent and Purpose, that the intire and absolute Interest of the said Term shall vest in such of the said Sons as shall first attain his Age of twenty-one Years, and shall go to the Executors, Administrators and Assigns of such Son, as shall first attain his Age of twenty-one as aforesaid, during the Rest and Residue of all the said Term of 500 Years therein, which shall be then to come and unexpired; and that in such Case the Limitation over of the Trusts of the said 500 Years Term to the said younger Sons and subsequent Issue Male, and also to the Daughters of the said Marriage, shall be void and of no Effect; and in Case there shall be no Issue Male of the said *J. E.* on the Body of the said *M. K.* (Party hereto) to be begotten, that shall attain his Age of twenty-one Years; that then and in such Case, the said Leasehold Premises shall be **In Trust** for all and every ^{Remainder to} of the Daughters of the said *J. E.* on the Body of the said *M. K.* his intended Wife to be the Daughters begotten, for the Residue of the said Term of 500 Years; such Daughters to take Share and ^{ters.} Share alike, as Tenants in Common, and not as Jointenants: **Provided** that if any of the said Daughters should die before the Age of twenty-one Years unmarried, that then and so often the Share or Shares of her or them so dying, shall go to the surviving Daughters or Daughter, for the Residue of the said Term of 500 Years; such surviving Daughters to take Share and Share alike, as Tenants in Common, and not as Jointenants: **Provided** also, in case there shall be no Daughter of the said intended Marriage, or in case there shall be one or more such Daughters, and all of them shall die under the Age of twenty-one Years and unmarried, then the said Trust and Benefit of the said Leasehold Premises shall be and remain for such Person or Persons, upon such Conditions, Manner and Form, or to, for, or upon such Trusts, Intents and Purposes, as she the said *M. K.* Party hereto, notwithstanding her Coverture, or whether Covert or Discovert, shall by any such her Deed, Writing or last Will, to be by her so executed and testified in Manner as aforesaid, give, dispose, limit, direct or appoint. **And**, &c. (Vide the last foregoing Settlement under Tit. Power to make Leases): **And** ^{As to the Annuities and Stocks, &c. being transferred to the Trustees:} whereas the said *M. K.* (Party hereto) in Pursuance of her said recited Agreement, hath transferred and assigned in the proper Books for that Purpose unto them the said *J. S.* and *C. P.* and which has been by them accepted; or it is agreed and intended, that she the said *M. K.* (Party hereto) shall well and sufficiently transfer and assign all and singular the before mentioned long Exchequer Annuities, *South-Sea* Annuities, *South-Sea* trading Stock, Million Bank Stock and Army Debentures, amounting in the whole to the aforesaid Sum or Value of —or thereabouts, as in and by the several Entries thereof made, or intended to be made in the respective Books belonging to the several proper Offices, Stocks and Companies wherein the said Transfers and Assignments are so made or intended, more fully and at large may appear: **Now this Indenture further witnesseth**, that in Pursuance and full Performance of the said recited Agreement, and in Consideration of the said intended Marriage, and for other the several Considerations aforesaid, **It is hereby** agreed and declared by and between all and every the Parties hereunto, and the true Intent and Meaning of them and of these Presents is and are, that the said Exchequer Annuities or *South-Sea* Annuities, *South-Sea* trading Stock, Million Bank and Army Debentures so transferred and assigned, or agreed or intended to be transferred or assigned to them the Trustees, the said *J. S.* and *C. P.* as aforesaid, were and are to them the said Trustees so transferred and made over, or agreed or intended to be so transferred and made over to them, upon the several Trusts, Intents and Purposes, and under and subject to the several Provisoes, Powers and Agreements herein after mentioned, expressed and declared of and concerning the same; (that is to say) **In Trust** for the said *M. K.* (Party hereto) her Executors, Administrators and Assigns, until the Solemnization of the said intended Marriage; and from and immediately after the Solemnization thereof, **Then upon this further Trust**, that they the said Trustees, or the Survivor of ^{After the Marriage, in Trust for the sole and separate Use of the Wife, during her Life,} them, his Executors, Administrators or Assigns, (during the said intended Coverture between the said *J. E.* and *M. K.* his intended Wife) shall and will either pay to, or permit and suffer, and so far as they lawfully may, authorize and empower her the said *M. K.* and her Assigns, (the same to be at her Election) to receive all the Interest, Dividends, Profits, and other Produce whatsoever, to be had or made of the said Exchequer Annuities, *South-Sea* Stock and Annuities, Million Bank Stock and Army Debentures so transferred to them the said Trustees as aforesaid, and every Part and Parcel thereof; the same to go and be to and for the sole, separate, personal and peculiar Use, Benefit and Dispose of her the said *M. K.* and her Assigns, during her Life, and not to be paid to the said *J. E.* her intended Husband, or as he shall appoint, but to be paid to the proper Hands of her the said *M. K.* his intended Wife, or to such other Person or Persons, as she by any Note or Writing, to be by her signed

not subject to
the Husbands
Control.

Afterwards to
her Children.

If no Chil-
dren,

in Trust to
permit Inter-
est and Di-
vidends to be
received by
the Husband
for his Life,

and after his
Death to go
to Survivor of
Husband and
Wife, except
2000*l.* Part
thereof to be
at Dispose of
Wife by her
Deed or Will.

Power for
Trustees to
sell 2000*l.*
Part of the
Stocks, and to
pay the same
to the sepa-
rate Use and
Dispose of the
Wife.

signed with her Name of her own proper Hand Writing, (notwithstanding her intended Coverture, and whether Covert or Discover) shall from Time to Time direct or appoint; and that the same, or any Part thereof, shall not in any wise be subject or liable to the Disposal, Intermeddling, Control, Engagements, Debts or Incumbrances of the said *J. E.* her intended Husband, and that the Receipts of her the said *M. K.* (Party hereto) signed with her own proper Hand, (notwithstanding such her intended Coverture) or of such Person or Persons so by her appointed to receive the same as aforesaid, shall from Time to Time and at all Times be good and sufficient Discharges, as well to the said Trustees, their Executors, Administrators and Assigns, as also to all and every other Person or Persons who is, are or shall be liable to pay the same, or any Part thereof, for so much thereof as shall be by her or them thereby acknowledged to be so received; and from and after the Death of her the said *M. K.* (in case there shall be any Child or Children of the Body of the said *J. E.* on the Body of the said *M. K.* his intended Wife begotten, which shall be then living,) **Then upon this further Trust**, that they the said Trustees and the Survivor of them, his Executors, Administrators or Assigns, do and shall pay, apply and dispose as well of all and singular the said Annuities, Stocks and other the Premises so transferred to them as aforesaid, as also of all the Interest, Dividends, Profits and other Produce to arise or be had or made thereof, unto and amongst such Child or Children which shall be then living, in such Parts, Shares and Proportions, and upon such Conditions, Manner and Form, as she the said *M. K.* (notwithstanding her intended Coverture, and whether Covert or Discover) shall by any such her Deed or Writing, or by her last Will and Testament to be by her so executed, and testified in Manner as aforesaid, give, dispose, limit, direct or appoint the same; and for want of such Gift, Disposition, Limitation, Direction or Appointment, then the same to go and be equally divided between or amongst all and every such Children (if more than one) Part and Share alike, and to be paid to them respectively in Manner as follows, (that is to say) To be paid to such of them as shall be a Son or Sons at his or their Age or Ages of 21 Years (if she or they live so long), and unto such of them as shall be a Daughter or Daughters at her or their Ages of 18 Years or Days of Marriage, which shall respectively first happen (if either of them live so long); but if any of the said Children die before their Parts or Shares of and in the said Annuities, Stocks, Monies and other the Premises so transferred as aforesaid, shall become payable; then the Parts and Shares of him, her or them so dying, with Interest thereof, from the Death of the same Child or Children respectively, shall be paid to the Survivors or Survivor of such Child or Children, when and as their respective Parts or Shares shall or have become due and payable; and in Case there shall be no such Child of the Body of the said *M. K.* by the said *J. E.* her intended Husband begotten, living at the Time of the Death of the said *M. K.* or in Case there being such Child or Children, and all of them shall happen to die before any of their Parts or Portions shall become due and payable; **Then**, and in such Case, **Upon this further Trust**, that they the said Trustees, or the Survivor of them, his Heirs, Executors, Administrators or Assigns, (in Case the said *J. E.* shall survive and outlive the said *M. K.* his intended Wife) shall and do pay, or else permit and suffer him the said *J. E.* and his Assigns, to receive the Interest, Produce and Profits from thenceforth to arise, or be had or made of all and singular the said Annuities, Stocks and other the Premises so transferred as aforesaid, during his natural Life only, to and for his and their own Use and Benefit; and from and immediately after the Death of him the said *J. E.* **Then upon this further Trust**, in Case of no such Issue of the said intended Marriage that shall live to be intitled to the said Annuities, Stocks and other the Premises so transferred as aforesaid, by Virtue of the Limitations or any of them herein before made of the same Premises, that then the same Premises (except the Sum of 2000*l.* Capital Stock, Part thereof, therein after by her the said *M. K.* so to be given and disposed of, if she shall so think fit) to go and be transferred and assigned **To and for** the only Use and Benefit of the Survivor of them the said *J. E.* and *M.* his intended Wife, and of the Executors, Administrators and Assigns of such Survivor, and to, for and upon no other Trust, Intent or Purpose whatsoever: **Provided always**, and it is hereby expressly declared and agreed by and between all the said Parties hereunto, and the true Intent and Meaning of these Presents is, that in Case the said *M. K.* shall at any Time hereafter, during the said intended Coverture, think fit to have 2000*l.* Capital Stock, Part of the said Annuities, Stocks and other the Premises so transferred to them the said Trustees as aforesaid, sold and disposed of, and to have the Monies arising by such Sale to and for her own sole and separate Use and Benefit; that then and in such Case they the said Trustees or either of them, the Survivor of them or either of them, his Executors, Administrators and Assigns, shall, when required by her the said *M. K.* Party hereto, absolutely sell and dispose of 2000*l.* Capital Stock, so vested in them as aforesaid, and immediately after such Sale shall and do pay, or cause to be paid, all and every the Sum and Sums of Money arising by such Sale or Sales of the said 2000*l.* Capital Stock, to her the said *M. K.* to and for her sole and separate Use, Benefit and Dispose, in such Manner as she shall think fit; or else shall pay the same (to be at the sole Election of her

her the said *M. K.*) to such Person or Persons, Use and Uses, Trusts, Intents and Purposes, and in such Manner and Form, as she the said *M. K.* notwithstanding such her intended Coverture (and whether Covert or Discover) shall by any such Deed, Writing or last Will, to be by her so executed and testified in Manner as aforesaid, give, dispose, direct, limit and appoint the same; any thing herein before contained to the contrary thereof in any wise notwithstanding: **Provided also**, and it is hereby further expressly agreed and declared by and between all and every the Parties to these Presents, that it shall and may be lawful to and for the said Trustees and the Survivor of them, and the Executors, Administrators and Assigns of such Survivor, (at the Request, and by and with the Consent and Approbation of the said *J. E.* and *M. K.* during their joint Lives (but not otherwise), such Consent to be testified in Writing under their joint Hands and Seals executed in the Presence or two or more credible Witnesses) at any Time during the said intended Coverture, to sell and dispose of the said Exchequer Annuities, South-Sea Annuities, South-Sea Trading Stock, Million Bank and Army Debentures, or of any Part or Parcel thereof (subject nevertheless in the first Place to the Raising and Paying thereof of the said 2000*l.* Capital Stock, to and for the sole and separate Use and Dispose of her the said *M. K.* in Manner as aforesaid) at the best Price, and for the most Money, that can respectively be got for the same: **And upon this further Trust**, that they the said Trustees, and the Survivor of them, his Executors, Administrators and Assigns, (by and with such joint Consent of them the said *J. E.* and *M. K.* to be so testified as aforesaid, but not otherwise) shall and do pay and dispose of all and every the Sum and Sums of Money arising by such Sale or Sales of the said Annuities, Stocks and other the same Premises (subject in Manner as aforesaid) to them the said *J. E.* and *M. K.* Party hereto, to and for their own Use and Benefit, or else shall and do apply, pay and dispose of the same to and for such Uses, Intents and Purposes, and in such Manner, as they the said *J. E.* and *M. K.* by any such their joint Deed, to be by them so executed and attested as aforesaid, shall limit, direct or appoint touching or concerning the same; any thing herein before contained to the contrary thereof in any wise notwithstanding: **And** the said *J. E.* for himself, his Heirs, Executors and Administrators, doth covenant, promise, grant and agree to and with the said *J. S.* and *C. P.* their Executors, Administrators and Assigns, by these Presents, in Manner as follows, (that is to say) That in Case it shall so happen that the said *M. K.* (Party hereto) shall not, before the Solemnization of the said Marriage, transfer and assign in the proper Books for that Purpose, unto the said *J. S.* and *C. P.* the before mentioned long Exchequer Annuities and other the Stocks and Premises transferred or agreed to be transferred as aforesaid, or any of them; that then and in such Case he the said *J. E.* shall at any Time, upon Request made to him by the said *J. S.* and *C. P.* or either of them, their or either of their Executors or Administrators, join with the said *M. K.* his intended Wife, in the transferring and assigning of the said long Exchequer Annuities and South-Sea Annuities, and other the same Premises herein before mentioned to be transferred as aforesaid, unto them the said *J. S.* and *C. P.* their Executors and Administrators; **Subject nevertheless** to the several Trusts and to the Intents and Purposes herein before mentioned and declared touching the said Premises or any Part thereof, and that he the said *J. E.* shall do any further or reasonable Act or Acts for the Purposes aforesaid: **And further**, that (for and notwithstanding any Act, Matter or Thing whatsoever by him the said *J. E.* to be had, made, done, committed, executed, suffered or assented unto) it shall and may be lawful to and for the said *M. K.* his intended Wife, at any Time or Times hereafter, during her Coverture, and at all Times, in Case of no Issue of the said intended Marriage living, who shall be intitled to the said herely granted and released Freehold Hereditaments and Premises, and also to the said Leasehold Messuage, Lands and Premises, and to the said Annuities, Stocks and other the personal Estate of her the said *M. K.* Party hereto, in Manner as aforesaid; **Subject nevertheless** to the Limitation and Provision herein before made, limited and provided, **In Trust** for the said *J. E.* in Case he shall survive the said *M. K.* his intended Wife, of and in the respective Premises upon the several Contingencies aforesaid, **To make** such Deed, Writing or Will in Manner aforesaid, and thereby give, direct, limit appoint and dispose as well of the said hereby granted, released and assigned Freehold and Leasehold Messuages, Lands, Hereditaments and Premises, **As also** of the said 2000*l.* Capital Stock, out of the said Annuities, Stocks and other the Premises to be by her disposed of as aforesaid, to such Person or Persons, and to and for such Uses, Trusts, Intents and Purposes, and in such Manner and Form, as she the said *M. K.* (notwithstanding her said intended Coverture, and whether Covert or Discover) shall at any Time think fit; **And** that he the said *J. E.* his Heirs, Executors or Administrators, and all and every other Person or Persons whosoever, claiming by, from or under him or them, shall not question, controvert, obstruct or hinder such Disposition of her the said *M. K.* (Party hereto) of and in the said respective Premises so to be by her given and disposed of as aforesaid: **And further**, that all and all Manner of such Gifts and Dispositions whatsoever, to be by her the said *M. K.* so given, made and done, as well of the said hereby

A Power for Trustees, by joint Consent of Husband and Wife, to sell all the Stocks, (except the 2000*l.* for the Purpose aforesaid) and to pay the Monies arising by such Sale to Husband and Wife, or such Uses as they shall direct, &c.

Husband covenants to join.

Power for the Wife, in Case of no Issue, to dispose of the Premises as she should think fit.

Quiet Enjoy-
ment for
Trustees.

Covenant for
further As-
surance.

Trustees to be
reimbursed
their Ex-
pences in ex-
ecuting the
Trusts.

released and assigned Freehold and Leasehold Messuages, Lands, Tenements, Hereditaments and Premises, as also of the said Sum of 2000*l.* herein before appointed to be by her the said *M. K.* (Party hereto) given or disposed of out of the said Annuities, Stocks, and other the Premises so assigned upon the Trusts aforesaid, shall at all Times be as good and effectual in to Law to all intents, Constructions and Purposes whatsoever, as if he the said *J. E.* had himself joined in the same with them the said Trustees or her the said *M. K.* (Party hereto), or as if she were a Feme Sole: **And further**, that the said *J. S.* and *C. P.* their Heirs, Executors and Assigns, shall and may from Time to Time, and at all Times hereafter, peaceably and quietly have, hold and enjoy as well the said hereby respective released and assigned Freehold and Leasehold Messuages, Lands, Tenements, Hereditaments and Premises, as also the said Annuities, Stocks and other the Premises so vested in them as aforesaid; nevertheless upon the several Uses, Trusts, and subject to the several Provisoes and Agreements herein and hereby mentioned, limited, expressed and declared, of and concerning the same, without any Lett, Disturbance or Interruption of the said *J. E.* or any Person or Persons claiming or to claim, by, from or under him the said *J. E.* his Executors, Administrators, and Assigns, or by his or their Means, Consent, Privity or Procurement: **And moreover**, that he the said *J. E.* his Heirs, Executors and Administrators, shall and will from Time to Time, and at all Times hereafter, upon the reasonable Request, and at the Costs and Charges of the said *J. S.* and *C. P.* their Executors, Administrators and Assigns, or any or either of them, make, do and execute, or cause or procure to be made, done and executed, all and every such further and other lawful and reasonable Act and Acts, Thing and Things, Conveyances, Assignments and Assurances in the Law whatsoever, as well for the corroborating and strengthening of these Presents, as also for the further and better conveying, assigning, assuring and confirming of all and singular the herein before mentioned and intended to be hereby released and assigned Freehold and Leasehold Premises, as likewise of the said Annuities, Stocks and other the Premises respectively, unto the said *J. S.* and *C. P.* their Heirs, Executors and Assigns respectively, (nevertheless to the several Uses, upon the several Trusts, Intents and Purposes, and subject to the several Provisoes, Conditions and Agreements herein and hereby respectively mentioned expressed and declared, of and concerning the same) as by their or any of their Counsel learned in Law shall in that Behalf by reasonable advised or required: **Provided always**, and it is hereby intended, agreed and declared by and between all the Parties to these Presents, that it shall and may be lawful to and for the said Trustees, and each of them, their and each of their Heirs, Executors; Administrators and Assigns from Time to Time, in the first Place to deduct, retain and reimburse unto him and themselves respectively, by and out of the Rents, Issues and Profits, Interest, Dividends and Produce of the said hereby released and assigned Freehold and Leasehold Premises, and of the Annuities, Stocks and other the Premises so vested and intended to be vested in them as aforesaid, all such Costs, Charges Damages, and Expences, as they or either of them, their or either of their Heirs, Executors, Administrators or Assigns, or any of them, shall or may pay, expend, sustain or be put unto, in or about the Performance or Execution of the several Trusts hereby in them reposed, or in any wise concerning the same. **Provided**, &c. (*Vide last Proviso in the first Marriage Settlement.*)

Settlements, before Marriage, of the intended Wife's Money, in trust that the Husband may have the Interest thereof during his Life, and afterwards to be at the Wife's Disposal.

250*l.* depo-
sited in Tru-
stees Hands.

Trustee to pay
Interest.

THIS Indenture Tripartite, &c. Between *W. M.* of, &c. of the first Part, *H. O.* Widow of, &c. of the second Part, and *W. W.* of, &c. (a Trustee nominated and appointed by them the said *W. M.* and *H. O.* for the Trusts, Intents and Purposes herein after mentioned and expressed) of the third Part. **Whereas** a Marriage, by Divine Permission, is shortly intended to be had and solemnized between the said *W. M.* and *H. O.* **And whereas** the said *H. O.* being possessed of, and intituled to the Principal Sum of 250*l.* her own proper Monies, she the said *H. O.* (by and with the Consent and Approbation of the said *W. M.* testified by his being Party to, and Signing and Sealing of these Presents) hath on the Day of the Date hereof paid and deposited the same into the Hands of the said *W. W.* (the Receipt whereof is by him hereby acknowledged), and previous, to the said intended Marriage, it was and is agreed by and between the Parties hereto, that the said Principal Sum of 250*l.* together with all the Interest and other Produce and Profits, thereof, should from thenceforth go and be to, for and upon the several Uses, Trusts, Intents and Purposes herein after mentioned and expressed of and concerning the same; **And whereas** the said *W. W.* hath agreed to pay Interest for the said sum of 250*l.* so deposited in his Hands as aforesaid, after the Rate of 4*l.* per Cent. per Ann. until the same shall be placed and laid out in some other good and sufficient Securities,

curities, either Real or Personal, in such Manner as herein after is mentioned and expressed of and concerning the same: **Now this Indenture witnesseth**, That in Pursuance and Performance of the said recited Agreement, and for and in Consideration of the said intended Marriage, and of the Fortune of her the said *H. O.* consisting of Household Goods, Furniture and other Things, which the said *W. M.* will be intitled to and have by Virtue of the said Marriage, **It is** hereby agreed and declared by and between all and every the Parties to these Agreement Presents, and the true Intent and Meaning of them and of these Presents, is and are, that the said Principal Sum of 250 *l.* so by her the said *H. O.* paid and deposited into the Hands of the said *W. W.* as aforesaid, together with the Interest, Profits and other Produce to arise or be had or made thereof, shall from henceforth go, be paid, applied and disposed of, to, for and upon the several Trusts, Intents and Purposes, and under and subject to the Proviso and Agreements herein after mentioned, expressed and declared, of and concerning the same, that is to say, **In Trust** for the said *H. O.* her Executors, Administrators and Assigns, until the Solemnization of the said intended Marriage; and from and immediately after the solemnization thereof, **Then upon this further Trust**, That he the said *W. W.* his Executors, Administrators and Assigns, shall and do, as soon conveniently can or may be, by and with the Consent and Approbation of the said *W. M.* and *H. O.* his intended Wife, during their joint Lives, and of her the said *H. O.* in case she survives the said *W. M.* such Consent to be testified by any Writing under their or her Hand and Seal, and executed in the Presence of two or more credible Witnesses, but not otherwise, lend and place out the said Principal Sum of 250 *l.* or any Part thereof, either in some publick Bank Stock or Fund, or else upon one or more good and sufficient Securities, either Real or Personal, and in such Manner, as he the said *W. W.* his Executors, Administrators or Assigns, by and with such Consent so testified as aforesaid, shall in his and their Discretion think fit, together with full Power for him and them, with such Consent so testified in Manner as aforesaid, but not otherwise, as Occasion shall or may require, to call in and new place out the said Sum of 250 *l.* so placed out as aforesaid, upon any new Security or Securities either Real or Personal, and by and with the like Consent and Approbation as aforesaid, to lend and place out the same Monies upon any other good and sufficient Securities, either Real or Personal, so as the best annual Interest be made thereof, as can or may be without lessening the Principal: **And upon this further Trust**, That he the said *W. W.* his Executors, Administrators and Assigns, shall and do permit and suffer, or else sufficiently authorize and empower the said *W. M.* to receive all the Interest, Profits and Produce, to arise, be had or made of the said Sum of 250 *l.* during his natural Life, to and for his own Use and Benefit; and from and immediately after his Decease, **Then upon this further Trust**, That he the said *W. W.* his Executors, Administrators and Assigns, shall and do either pay to, or else well and sufficiently authorize and empower the said *H. O.* and her Assigns, to have, receive and take the Rents, Issues and Profits, and other Produce of the said 250 *l.* and every Part thereof, to and for her own Use and Benefit; and from and immediately after the Death of the Survivor of them, the said *W. M.* and *H. O.* his intended Wife, in case there shall be any Child or Children of their Bodies between them begotten then living, **Then upon this further Trust**, That he the said *W. W.* his Executors, Administrators and Assigns, shall and do pay, apply and dispose of the said Principal Sum of 250 *l.* and of all the Interest, Profits and Produce to arise or be had, or made thereof, unto and amongst such Child or Children, which shall be then living, in such Parts, Shares and Proportions, and upon such Conditions, Manner and Form, as she the said *H. O.* notwithstanding her intended Coverture, and whether Covert or Discover, by any Deed or Writing, or by her last Will and Testament in Writing, to be by her duly executed in the Presence of two or more credible Witnesses, shall give, direct, limit or appoint the same, (which Deed, Writing or Will, she the said *H. O.* is hereby, and by the said *W. M.* her intended Husband enabled and empowered to make); and for want of such Gift, Disposition, Direction, Limitation or Appointment, then the same to go and be equally divided among such Children, if more than one, Part and share alike, and to be paid to him, her or them, at his, her or their respective Age or Ages of 21 Years or Days of Marriage, which shall first happen; **And upon this further Trust**, That in case there shall be no such Child or Children living at the Time of the Death of the Survivor of them the said *W. M.* and *H. O.* his intended Wife, or if such and they shall all happen to die before their respective Ages of 21 Years or Days of Marriage as aforesaid, then and in such case, **Upon this further Trust**, that he the said *W. W.* his Executors, Administrators and Assigns, shall and do transfer and assign, as well the said Principal Sum of 250 *l.* and all Securities which shall be then taken for the same, to such Person and Persons, and to and for such Uses, Trusts, Intents and Purposes, and under such Conditions, as she the said *H. O.* notwithstanding her intended Coverture, and as if she were a Feme Sole, shall by any such her Deed, Writing or last Will and Testament in Writing, to be by her so executed and testified in Manner as aforesaid, give, dispose, direct, limit or appoint the same; and for want of such Gift, Disposition, Direction,

To place out the Money in some Fund or otherwise upon Security.

The intended Husband to receive the Interest for his own Use.

Power for the intended Wife to make a Will, and give said 250 *l.* to her Children, or as she shall think fit.

Covenant for
Payment.

Husband's
Consent to the
Wife's Dispo-
sal.

Wife's Dis-
posal to be as
effectual as if
the Husband
joined with
her.

rection, Limitation or Appointment thereof, then the same shall go and be assigned to and for the only Use and Benefit of — and to, for and upon no other Use, Trust, Intent or Purpose whatsoever. And the said *W. W.* for himself, his Heirs, Executors, and Administrators, doth hereby covenant, promise and agree to and with the said *W. M.* and *H. O.* his intended Wife, and to and with the Representatives of the said *H. O.* by these Presents, that he the said *W. W.* his Heirs, Executors and Administrators, shall and will well and truly pay or cause to be paid by Half-yearly Payments unto the said *W. M.* and *H. O.* his intended Wife, during their joint Lives, and to the said *H. O.* during her Life, and to her Representatives after her Death, Interest for the said Principal Sum of 250*l.* after the Rate of 4*l.* per Cent. per Ann. for and during and until such Time only, as the same shall be by him or them put and placed out upon some other good and sufficient Real or Personal Securities, by and with such Consent, and upon the several Trusts and in Manner as herein before mentioned and expressed touching and concerning the same. And the said *W. M.* for himself, his Heirs, Executors and Administrators, and for every of them, doth covenant, promise, grant and agree, to and with the said *W. W.* his Executors, Administrators and Assigns, by these Presents, in Manner as follows, that is to say, That for and notwithstanding any Act Matter or thing whatsoever, by him the said *W. M.* to be had, made, committed, executed, suffered or assented unto, it shall and may be lawful to and for the said *H. O.* his intended Wife, at any Time or Times during her Coverture, and at all Times (in case of no Issue of the said intended Marriage living, who shall be intitled to the said Principal Sum of 250*l.* and the Interest and Produce thereof) to make such Deed, Writing or Will, in Manner as aforesaid, and thereby give, direct, limit, appoint and dispose of the same Monies and Premises, and every Part thereof, to such Person and Persons, and to and for such Use and Uses, Trusts, Intents and Purposes, and in such Manner and Form, as she the said *H. O.* notwithstanding her said intended Coverture, and whether Covert or Discovert, shall at any Time think fit; And that he the said *W. M.* his Executors and Administrators, and all and every other Person and Persons whatsoever, claiming by, from or under him or them shall not question, controvert, obstruct or hinder such Disposition of her the said *H. O.* his intended Wife, of and in the said respective Premises, so to be by her given and disposed of as aforesaid: And further, that all and all Manner of such Gifts and Dispositions whatsoever, to be by her the said *H. O.* so made and done of the said Principal Sum of 250*l.* and Premises and every Part thereof shall be at all Times as good and effectual in the Law, as if the said *W. M.* had himself joined in the same with the said *W. W.* or with her the said *H. O.* or as if she were a Feme Sole: And further, that the said *W. W.* his Executors, Administrators and Assigns, shall and may from Time to Time, and at all Times hereafter, peaceably and quietly have, hold and enjoy the said Principal Sum of 250*l.* and Premises and every Part thereof; nevertheless upon the several Trusts, Intents and Purposes, and subject to the Proviso herein and hereby mentioned, expressed and declared, of and concerning the same, without any Lett, Disturbance or Interruption of the said *W. M.* or of any Person or Persons claiming or to claim by, from or under him the said *W. W.* his Executors, Administrators or Assigns, or by his or their Means, Consent, Privy or Procurement: And moreover that he the said *W. M.* &c. (Vide Covenant for further Assurance in the last foregoing Settlement. Vide last Covenant in the foregoing Settlement for reimbursing Trustees). In Witness, &c.

A Settlement before Marriage, being of a London Widow's Estate, whereof Part to the intended Husband, other Part to pay the late Husband's Debts, and Residue for the Widow's separate Use.

Retirals.

The intended
Marriage.

As to the Wi-
dow's Estate,
&c.

As to her
Debts.

Marriage Por-
tion.

THIS Indenture Tripartite, &c. Between *A. B.* of the first Part *T. C.* (Executrix of *Z. C.* deceased) of the second Part, and *E. F.* and *G. H.* (the Trustees) of the third Part. Whereas a Marriage is, by the Grace of God, intended shortly to be hereafter had and solemnized between the said *T. C.* and the said *A. B.* And whereas the said *T. C.* in her own Right, and as Executrix to her late Husband deceased, is possessed of, and is intitled unto, in ready Money, Securities for Money, Book Debts, Plate, Household Stuff, Goods Timber, Leather and other Materials belonging to the Trade of a Coachmaker, and other personal Estate, to the Value of 1700*l.* and upwards, as appears by the Schedule hereunto annexed: And whereas the said *T. C.* now is and stands indebted to several Persons, upon her own Account, and as Executrix to the said *Z. C.* deceased, in several Sums of Money, amounting in the Whole to 600*l.* or thereabouts, and is desirous to provide for the just and true Payment of her and her said late Husband's Debts, and Satisfaction of her and her said late Husband's Creditors: And whereas the said *A. B.* and *T. C.* have agreed, that the said *A. B.* shall have and receive to his own proper Use and Benefit, out of the Estate hereby intended to be assigned, the

the full Sum of 700 *l.* to be paid as herein after expressed, as the complete Marriage Portion of the said *T. C.* and that all the Residue of the same Estate shall be and remain for the sole and separate Use and Benefit of the said *T. C.* notwithstanding the Coverture between them : **And whereas** both of them are willing and content, and before their said Intermarriage have agreed, that the said Monies, Securities, Debts, personal Estate and Premises, shall be transferred and assigned unto the said *E. F.* and *G. H.* as well for the Payment of the said Debts, and of the said 700 *l.* unto the said *A. B.* as also upon other the Trusts herein expressed and declared : **Now witness these Presents,** that the said *T. C.* for the Purposes aforesaid, and for and in Consideration of the said Marriage, and of the Sum of 5 *s.* of lawful Money of *£* 5. to her in Hand paid by the said *E. F.* and *G. H.* before the Sealing and Delivery hereof, **Doth** granted, bargained, sold, assigned and set over, and by these Presents, **Doth**, &c. unto the said *E. F.* and *G. H.* their Executors, Administrators and Assigns, **All** the several Judgments, Securities, Notes, Bills, Bonds, Book Debts and Demands whatsoever, of the said *T. C.* in her own Right, or as Executrix to the said *Z. C.* deceased, in or to the same ; **To have,** hold, receive and enjoy the same and every Part thereof, unto the said *E. F.* and *G. H.* their Executors, Administrators and Assigns, (*in Trust only*) for and during all such Estate and Interest which she the said *T. C.* in her own Right, or as Executrix to the said *Z. C.* deceased, hath or ought to have, or doth or may claim in or to the same, *Subject nevertheless* to the Directions, Trusts, Powers and Agreements herein after specified and contained touching and concerning the same, and to no other Intent or Purpose whatsoever, that is to say, **In Trust** for the said *T. C.* her Executors, Administrators and Assigns, until the said intended Marriage takes Effect, and from and after the Solemnization of the said Marriage, then upon special Trust and Confidence, that they the said *E. F.* and *G. H.* and the Survivor of them, his Executors and Administrators, shall and do thereout, in the first Place, pay or cause to be paid, all the aforesaid Debts of the said *T. C.* and of her late Husband deceased ; **And upon further Trust,** That they the said *E. F.* and *G. H.* and the Survivor of them, his Executors and Administrators, shall and do in the next Place pay and deliver, or cause to be paid and delivered unto *W. E.* of London Coachmaker, the Sum of 80 *l.* in ready Monies, (upon his giving Bond or other Security, to the Satisfaction of the said *T. C.* to dispose of the same in such Manner as she the said *T. C.* shall direct,) and the further Sum of 200 *l.* or Value in Money or Goods, at *Michaelmas* next ensuing the Date hereof ; **Do** the said *W. E.* entering into Bond unto *T. C.* with Condition to pay the said 200 *l.* without Interest unto the said *A. B.* or his Assigns, for his and their proper Use and Benefit, in Manner following, that is to say, the Sum of — Part thereof on, &c. and the Sum of — Residue thereof by Quarterly Payments, at the End of every Quarter of a Year ; the first quarterly Payment to begin and be made upon, &c. which said Sum of 200 *l.* so to be paid as aforesaid, is agreed upon to be Parcel of the aforesaid Sum of 700 *l.* which the said *A. B.* is to have in Marriage with the said *T. C.* **And upon further Trust,** that the said *E. F.* and *G. H.* and the Survivor of them, his Executors and Administrators, shall and do in the next Place pay or cause to be paid unto the said *A. B.* his Executors, Administrators or Assigns, to his and their own Use, the Sum of 500 *l.* of lawful, &c. within the Space of 12 Calendar Months next after the Solemnization of the said intended Marriage, to make up the said Marriage Portion full 700 *l.* according to the said Agreement aforesaid ; and after full Payment and Delivery of the several Sums or Value before mentioned, and Performance of the Trusts aforesaid, **Then lastly upon Trust** and Confidence that the said *E. F.* and *G. H.* and the Survivor of them, his Executors and Administrators, shall and do pay and deliver the Residue, Surplus and Remainder of the Monies, Debts, personal Estate and Premises hereby assigned or mentioned to be assigned, together with the Interest, Benefit, Advantage and Proceed thereof, to such Person or Persons, and for such Uses, Intents and Purposes, and in such Manner and Form, as the said *T. C.* whether Sole or Covert, and notwithstanding her Coverture, by any Writing or Writings under her Hand, attested by two or more credible Witnesses from Time to Time during her Life, or by her last Will and Testament in Writing, or by any Writing purporting to be her last Will and Testament, attested by the like Number of Witnesses, shall nominate and appoint ; and for want of such Nomination or Appointment, to the said *T. C.* her Executors, Administrators and Assigns, for her and their sole and separate Use, exclusive of the said *A. B.* who is to have nothing to do or intermeddle therewith, otherwise than as Executor or Administrator of the said *T. C.* or by Virtue of her Disposition or Appointment ; nor is the same to be subject or liable to his Debts or Incumbrances, or to be at all at his Ordering or Disposal ; **And** the said *A. B.* for himself, his Executors and Administrators, **Doth** covenant, promise and grant to and with the said *E. F.* and *G. H.* their Executors and Administrators, that he the said *A. B.* (in case the said Marriage shall take Effect,) shall and will after the said Marriage, so far as in him lies, by one or more Letters of Attorney, authorize and empower the said *T. C.* during her Life, and such other Person and Persons as she shall for that Purpose nominate after her Death, to sue for, recover, levy or receive the

All the Estate put in Trustees Hands by Consent.

Consideration. The Widow's Assignment of all to the Trustees.

Habendum to the Trustees.

In Trust, First to pay the Debts of the Widow.

Secondly, To pay her Kinsman 80 *l.* and 200 *l.* on his entering into Bonds, &c.

Thirdly, To pay to the Husband 500 *l.* in 12 Months after Marriage.

Fourthly, To pay the Remainder to the Widow's own special Use.

Covenants from the Husband to empower his Wife, &c. by Letters of

Premises

Attorney to receive the Premises.

And that he shall not release any Debts, &c. Nor hinder the same being received.

Provido that The Trustees shall not be answerable for any Loss or Misapplication.

Provido that they may pay themselves all Monies expended, &c.

Provido that the Trustees shall not commence Actions, receive Monies, &c. without express Direction of the Wife.

Premises hereby assigned or mentioned to be assigned, or any Part thereof, and upon Recovery or Receipt thereof, or any Part thereof, Acquittance or Acquittances, Release or Releases, to give or seal and deliver. (*For his further assuring, &c. Vide Covenant for further Assurance in the foregoing Settlements.*) And shall not, nor will, without the Consent of the said T. C. or of the said E. F. and G. H. or of the Survivor of them, his Executors or Administrators, release or discharge any of the Debts or Securities hereby assigned or mentioned or intended to be assigned, or any Part thereof, nor shall nor will do, commit or willingly suffer any Act, Matter or Thing whatsoever, whereby or by Reason or Means whereof any of the aforesaid Trusts relating to the Payment of the Debts of the said T. C. and Z. C. deceased, or either of them, or to the said Surplus of the Premises intended to be at the separate Ordering and Disposal of the said T. C. shall or may be obstructed, hindered, avoided, defeated or extinguished, contrary to the true Intent and Meaning of these Presents: **Provided always**, and it is hereby granted and agreed by and between all the Parties to these Presents, that neither the said E. F. and G. H. nor either of them, their nor either of their Executors or Administrators, shall be charged with, or answerable or accountable for any Loss or Misfortune that shall or may at any Time or Times, happen of or to the Premises hereby assigned or mentioned to be assigned, or any Part thereof, without their or some of their wilful Default, nor the one of them to be answerable for the other of them, or for the Acts or Defaults, of the other of them, nor for any more or other Part of the Premises, than what shall actually come to their respective Hands only: **Provided also**, that it shall and may be lawful to and for the said E. F. and G. H. and each of them, their and each of their Executors and Administrators, to defray, deduct and reimburse themselves, by and out of the Premises hereby assigned, or mentioned so to be, all such lawful and reasonable Costs, Charges, Expences and Disbursements whatsoever, which they, either or any of them, shall or may sustain, suffer, expend, disburse or be put unto in Performance of the Trust hereby in them reposed, or any of them, or for or concerning any Act, Matter or Thing relating to, or occasioned by the Performance and Execution thereof: **Provided nevertheless**, and it is hereby expressly declared to be the Intent of all the Parties to these Presents, that the said E. F. and G. H. or either of them, their or either of their Executors or Administrators, shall not commence, prosecute or defend any Action, Bill, Plaint, Suit or other Proceedings whatsoever, either in Law or Equity, nor demand, take or receive any of the Monies or Debts hereby assigned or intended to be assigned, nor make, do, act or intermeddle in any Matter or Manner or Thing whatsoever, touching or concerning the hereby assigned or intended to be assigned Premises, or any Covenant or other Security given by the said A. B. to them or either of them, touching or concerning the Marriage Agreement aforesaid, in any Matter whatsoever, without an express Direction from the said T. C. (whether sole or married) in Writing under her Hand and Seal, attested by two Witnesses at the least, for their and every of their so doing, from Time to Time first had and obtained; any Thing herein before mentioned to the contrary notwithstanding. **In Witness, &c.** (*A Bond from A. B. to the Trustees for the Performance of the Covenants on his Part.*)

Settlement before Marriage, reciting an Act of Parliament, &c. whereby the Husband grants to Trustees divers Manors, &c. for securing 500 l. per Ann. to the Wife, payable to her, or her Order, with Power for the Trustees to enter in Case of Non-payment, and also for securing 1500 l. per Ann. to the Wife for her Jointure, with Power reserved for the Husband to make Leases.

THIS Indenture Quinquepartite, &c. Between Sir W. W. of, &c. of the first Part, the most Noble C. Duke of S. and the Right Honourable the Lady C. S. Daughter of the said Duke, of the second Part, and the Right Honourable L. Earl of R. the Right Honourable H. Lord H. the Right Honourable J. Lord G. the Right Honourable T. Earl of C. and N. P. of, &c. Esq; of the third Part, the Right Honourable A. Earl of H. Eldest Son and Heir apparent of the said Duke of S. and the Right Honourable A. Earl of E. of the fourth Part, and the most Noble W. Duke of D. the Right Honourable H. B. Esq; the Right Honourable R. Lady R. (Widow and Relict of the Right Honourable W. late Lord R. deceased) and the Right Honourable H. Lord A. in the Kingdom of Ireland, of the fifth Part. **Whereas** a Marriage is intended, by the Permission of God, to be shortly had and solemnized between the said Sir W. W. and the said Lady C. S. **Now this Indenture witnesseth**, that for and in Consideration of the said intended Marriage, and of the Sum of 10,000 l. of, &c. to the said Sir W. W. by the said C. Duke of S. well and truly paid, at or before, &c. as and for the Marriage Portion of the said Lady C. S. the Receipt, &c. he the said Sir W. W. by Virtue of an Act of Parliament passed in, &c. intitled, &c. and for other

10,000 l. Portion.

Recital of an Act of Parliament.

Pur-

Purposes therein mentioned, during his Minority, **Path**, and by and with the Consent and Approbation of the said *L. Earl of R. H. Lord H. J. Lord G. T. E. and N. P.* or two or more of them, (testified, &c.) granted, released and confirmed, and by these Presents **Doth**, Grant. by and with the like Consent and Approbation, (so testified as aforesaid) grant, release and confirm unto the said *A. Earl of H. and A. Earl of E.* (in their actual Possession, &c.) and to their Heirs, **All**, &c. and the Reversion, &c. and all the Estate, &c. **To have and to hold** the said, &c. unto the said *A. Earl of H. and A. Earl of E.* and their Heirs, to such Habendum to Trustees. Uses, upon such Trusts, and to and for such Intents and Purposes, and under and subject to such Provisoos, Powers and Agreements, as are herein after limited, declared, mentioned and expressed, of and concerning the same respectively, (that is to say) To the same Uses, upon the same Trusts, and to and for the same Intents and Purposes, and under and subject to the same Provisoos, Powers and Agreements, as the said Premises respectively now stand conveyed and settled until the Solemnization of the said intended Marriage; and from and after the Solemnization thereof, then **To** the Use, Intent and Purpose, that the said *A. Earl of H. and A. Earl of E.* and their Heirs, shall and may during the joint Lives of the said *Sir W. W.* and the said *Lady C. S.* his intended Wife, have and receive out of all the said Premises one Annuity or yearly Sum of 500 *l.* of, &c. to be paid unto them the said *A. Earl of H. and A. Earl of E.* their Heirs and Assigns, at the four most usual Feasts or Days of Payment in the Year, that is to say, &c. by four even and equal quarterly Portions, at or in, &c. free and clear of and from all Taxes, Charges and Impositions whatsoever, taxed, charged or imposed by Act of Parliament, or otherwise howsoever, upon the said Premises, or any Part or Parts thereof, or upon the said Annuity or yearly Sum of 500 *l.* or any Part thereof; the first Payment thereof to be made, &c. (*Vide Covenant that Trustees have Power to distrain upon Non-payment for twenty-one Days, and Power of Entry for Non-payment for forty-one Days to enjoy till all Arrears shall be satisfied, with Costs, in the first of the Marriage Settlement.*) which said Annuity or yearly Sum of 500 *l.* shall be upon the Trusts herein after mentioned, declared and expressed of and concerning the same; and as to and concerning all and singular the said Premises, subject to the said Annuity or yearly Sum of 500 *l.* payable as aforesaid, **To the Use** of the Uses; said *W. Duke of D. and H. B.* their Executors, Administrators and Assigns, for and during the Term of 200 Years, from and after the Solemnization of the said intended Marriage fully to be compleat and ended, without Impeachment of or for any Manner of Waste; and from and after the Determination of the same Term, and subject thereunto, **To the Use** of the said *Sir W. W.* for Life, without Impeachment of Waste; and after the Determination of that Estate, **To the Use** of the said *A. Earl of H. and A. Earl of E.* and their Heirs, for and during the natural Life of the said *Sir W. W.* **Upon Trust** to preserve the contingent Remainders herein after limited from being defeated or destroyed; and for that Purpose to make Entries, and bring Actions, as Occasion shall require; **But nevertheless in Trust** to permit and suffer the said *Sir W. W.* and his Assigns to receive and take the Rents, Issues and Profits of the same Premises, to and for his and their own Use and Benefit during his natural Life; and from and after his Decease, **To the Use**, Intent and Purpose, that the said *Lady C. S.* &c. (*Vide the second Marriage Settlement, under Tit. Wife's Jointure.*) (*The like Clauses of Distress and Entry as are reserved in the 500 *l.* Annuity herein before granted.*) **And** from and after the Decease of the said *Sir W. W.* subject nevertheless to the said Annuity or yearly Sum of the 500 *l.* to the said *Lady C. S.* for her Jointure as aforesaid, and subject to the said Term of 200 Years, **To the Use** and Behoof of the said *R. Lady R. and H. Lord A.* their Executors, Administrators and Assigns, for and during and until the full End and Term of 1000 Years, without Impeachment of or for any Manner of Waste, upon the Trusts, and to and for the Intents and Purposes herein after mentioned, declared and expressed of and concerning the same Term; and from and after the Determination of the said last Term, **To the Use** and Behoof of the first and tenth Sons of the said *Sir W. W.* on the Body of the said *Lady C. S.* to be begotten, (*Vide Tit. Limitations of Uses and Trusts*); and for want of such Issue, **To the Use** of the said *Sir W. W.* his Heirs and Assigns for ever: **And** it is hereby declared and agreed by and between all the said Parties to these Presents, that the said Annuity or yearly Sum of 500 *l.* herein before mentioned to be paid to them the said *A. Earl of H. and A. Earl of E.* is to be paid upon the Trusts following, that is to say, **Upon Trust** that they the said *A. Earl of H. and A. Earl of E.* shall pay the same Annuity or yearly Sum as followeth, *viz.* To such Person and Persons only, and to and for such Uses, Intents and Purposes only, as the said *Lady C. S.* alone (without the Order, Direction, Intermeddling or Control of him the said *Sir W. W.* notwithstanding her Coverture) shall by any Writing or Writings, with or without Power of Revocation, to be signed by her the said *Lady C. S.* with her own proper Hand-Writing, from Time to Time direct and appoint, for the private and Personal Uses and Expences of the said *Lady C. S.* wherewith, or with the The Annuity of 500 *l.* payable to the Wife, or to her Appointment.

In-

Wife's Dis-
charge suffi-
cient.

Interest, Produce or Profit whereof, the said Sir *W. W.* shall not nor may intermeddle in any wife, or have any Power in any Manner to incumber, charge, release, or otherwise dispose of the same: **Provided** that in the mean Time, and until the said Lady *C. S.* shall make such Appointment, as aforesaid, of the said Annuity or yearly Sum of 500 *l.* or of some Part thereof, the same shall be paid to her own proper Hands, and her Receipt in Writing under her Hand shall from Time to Time (notwithstanding her Coverture) be a sufficient Discharge for such Monies which she the said Lady *C. S.* shall think fit to receive, in Part or upon Account of the same Annuity or yearly Sum, with her own Hands, which she shall not have appointed to any other Person; **And** as for, touching and concerning the said Term of 200 *l.* Years herein before limited to them the said *W. Duke of D.* and *H. B.* their Executors, Administrators and Assigns, **It is** hereby declared, that the same Term is limited to them, **Upon Trust** for the further and better securing Payment of the said Annuity or yearly Sum of 500 *l.* free from all Taxes and Charges as aforesaid, during so many Years of the said Term of 200 Years as the said Sir *W. W.* and Lady *C. S.* shall both jointly live; and for that End, in Case the said Annuity or yearly Sum of 500 *l.* or any Part thereof, shall be behind and unpaid by the Space of forty Days next after any of the said Feasts or Days whereon the same ought to be paid as aforesaid, altho' no Demand be thereof made, then and so often they the said *W. Duke of D.* and *H. B.* and the Survivor of them, and the Executors, Administrators and Assigns of such Survivor, shall and may from Time to Time enter into and upon the said Premises comprised in the said Term of 200 Years, or any Part or Parts thereof, and re-

Power to en-
ter and receive
Rents.

ceive and take the Rents, Issues and Profits thereof, thereby and therewith to raise, satisfy and pay, according to the Trusts herein before declared, **All** or so much of the said Annuity or yearly Sum of 500 *l.* as shall be so behind, unpaid and incurred, either before or after such Entry, together with all Costs, Charges, Damages and Expences concerning the same: **Provided** that, until Default shall be made in Payment of the said Annuity or yearly Sum of 500 *l.* or of some Part or Parts thereof, contrary to the true Intent and Meaning of these Presents, it shall and may be lawful to and for the Person and Persons for the Time being, who shall be intitled to the Reversion or Remainder immediately expectant upon the Determination of the said Term of 200 Years, by Virtue of any the Limitations aforesaid, from Time to Time to receive and take the Rents, Issues and Profits of the said Premises, comprised in the said Term of 200 Years, to and for his and their own Use and Benefit, without giving any Account for the same: **Provided** also, that upon the Death of either of them the said Sir *W. W.* and Lady *C. S.* all Arrears of the said Annuity or yearly Sum of 500 *l.* and all Costs and Charges relating to the same, being fully paid and satisfied, according to the true Intent and Meaning of these Presents, the said Term of 200 Years shall cease, determine and be void; **And** as for, touching and concerning the said Term of 1000 Years herein before limited to the said *R. Lady R.* and *H. Lord A.* their Executors, Administrators and Assigns as aforesaid, it is hereby declared and agreed, that the same Term is so limited to them, **Upon Trust** in the first Place, for the further and better Securing the Payment of the said Annuity or yearly Sum of 1500 *l.* at such Times and Places as are herein before appointed for Payment thereof, clear of all Taxes and Charges as aforesaid, unto the said Lady *C. S.* and her Assigns, for her Life after the Death of the said Sir *W. W.* and for that End, in Case the said Annuity or yearly Sum of 1500 *l.* or any Part thereof, shall be behind and unpaid for the Space of forty Days next after any of the said Feasts or Days whereon the same ought to be paid as aforesaid, (altho' no Demand be thereof made) then and so often the said *R. Lady R.* and *H. Lord A.* and the Survivor of them, and the Executors, Administrators and Assigns of such Survivor, shall and may from Time to Time enter into and upon all and singular the said Premises comprised in the said Term of 1000 Years, or into or upon any Part or Parts thereof, and receive and take the Rents, Issues and Profits thereof, and thereby and therewith, or by renewing Leases and taking Fines, satisfy and pay unto the said Lady *C. S.* and her Assigns, all and so much of the said Annuity or yearly Sum of 1500 *l.* as shall be so behind and unpaid either before or after such Entry, together with all Costs, Charges, Damages and Expences concerning the same; **And upon further Trust**, in the next Place, in Case the said Lady *C. S.* shall survive the said Sir *W. W.* that then they the said *R. Lady R.* and *H. Lord A.* their Executors, Administrators or Assigns, shall and do by some Sale or Mortgage of the said Term of 1000 Years, or of some Part thereof, and of the said Premises comprised in the same Term, or some Part thereof, and by renewing Leases and taking Fines of or for the same Premises, or by and with the Rents and Profits thereof, raise and levy the Sum of 500 *l.* of, &c. to be paid unto the said Lady *C. S.* for her better Support and Maintenance, within three Calendar Months next after the Decease of the said Sir *W. W.* and subject to the said Annuity or yearly Sum of 1500 *l.* and to the Costs, Charges, Damages and Expences concerning the same, and to the Payment of the said Sum of 500 *l.* and without Prejudice to the raising thereof; **In Trust** in the next Place, in Case the said Sir *W. W.*

Uses of the
1000 Years
Term.

shall

shall happen to have Issue of his Body begotten on the Body of the said Lady C. S. any younger Child or younger Children, viz. any other Child or Children besides an eldest or only Son, be they Son or Sons, Daughter or Daughters, born or to be born at the Time of the Decease of the said W. W. that then they the said R. Lady R. and H. Lord A. their Executors, Administrators or Assigns, shall and do, &c. (Vide *Power to sell for raising Daughters Portions, in first Settlement*): **Provided**, and the true Intent of the said Parties to these Presents is, that if the said Sir W. W. shall have several such younger Children as aforesaid, and shall make any Direction or Appointment, according to his aforesaid Power, touching or concerning the Portion or Portions of some one or more such Child or Children, and shall happen to make no appointment or Direction touching or concerning the Portion or Portions of some others or other of them, then such others or other of them, to whom the said Sir W. W. shall direct no Portion or Portions, shall have such Portion or Portions, as he, she or they should have or be intitled unto by Virtue of these Presents, in Case no such Direction had been made to any such younger Child as aforesaid: **Provided** that, if any such younger Child or younger Children, as aforesaid, shall happen to die before his, her or their Portion or Portions shall become payable as aforesaid, or shall become an eldest Son, then the Portion or Portions of him, her or them so dying or becoming an eldest Son respectively, shall go, accrue and be paid to the Survivors or Survivor, and others or other of them respectively, Share and Share alike, when the said original Portion or Portions of such surviving or other younger Child or Children shall become payable as aforesaid, yet so as no such younger Child shall have more than the said Sum of 6000*l.* and in Case of no Appointment, by Virtue of these Presents, for his or her Portion, nor any two or more such younger Children above the Sum of 10,000*l.* between or amongst them: **And** the said Term of 1000 Years is **Upon this further Trust**, In Case there shall be no Son or Sons of the Body of the said Sir W. W. on the Body of the said Lady C. S. his intended Wife, born in the Life-time of the said Sir W. W. nor born after his Decease; or if there shall be any such Son or Sons, and all and every the same Son and Sons shall die before any of them shall have attained his Age of twenty-one Years, without leaving Issue Male of any of their Bodies; and in either of the same Cases there shall happen to be one or more Daughter or Daughters of the said Sir W. W. on the Body of the said Lady C. S. his intended Wife begotten, born or to be born, who shall attain the Age of eighteen Years, or be married; that then the said R. Lady R. and H. Lord A. or the Survivor of them, or the Executors, Administrators or Assigns of such Survivor, shall and do at any Time or Times after the Decease of the said Sir W. W. or in his Life-time, if he shall think fit, and shall appoint the same by any Writing under, &c. attested by three or more credible Witnesses, by any Sale or Sales, Mortgage or Mortgages of the said Term of 1000 Years, or of any Part or Parts thereof, and of the Premises comprised in the same Term, or of any Part or Parts thereof, and by renewing Leases and taking Fines, and by and with the Rents and Profits of the said Premises, in the mean Time until such Sale or Sales, Mortgage or Mortgages, or by some or any of the said Ways and Means as they the said R. Lady R. and H. Lord A. of the Survivor of them, or the Executors or Administrators of such survivor, shall think fit, raise and levy such Sum or Sums of Money for the Portion or Portions of such Daughter or Daughters as are herein after mentioned, to be paid as followeth, viz. If there be but one such Daughter, then the Sum of 10,000*l.* of, &c. to be paid to such Daughter for her Portion; and if there shall be two or more such Daughters, then the Sum of 12,000*l.* of like Money, for the Portions of such two or more Daughters, to be equally divided between or amongst them Share and Share alike; and the same Portion and Portions to be paid unto such Daughter and Daughters respectively, as and when they shall respectively attain their respective Ages of eighteen Years or be married, which shall respectively first happen, in Case the said Sir W. W. shall be then dead; and in Case he shall be then living, then within six Calendar Months next after his Decease, with Interest for the same in the mean Time from the Decease of the said Sir W. W. after the Rate of 5*l.* per Cent. per Ann. And if any such Daughter or Daughters, as aforesaid, shall happen to die before her or their Portion or Portions shall become payable as aforesaid, then the Portion or Portions of her or them so dying shall go to the Survivor or Survivors of them, and be equally divided amongst the Survivors, and shall be paid at the same Time as her or their original Portion or Portions shall become payable as aforesaid; so as no such Daughter shall have for her Portion by Survivorship, or otherwise, by Virtue of any the Trusts of the said Term of 1000 Years, above the Sum of 10,000*l.* **And** the said Term of 1000 Years is **Upon this further Trust**, in Case there shall be, &c. (Vide *Provision for Daughters Maintenance, in first Settlement*.) (Vide *Proviso if Sons and Daughters advanced in their Father's Life-time, in the first Marriage Settlement*.) **Provided** also, that in Case there shall be any such younger Son or Sons, or Daughter or Daughters as aforesaid, and all the same younger Sons and Daughters shall happen to die before any the Portion or Portions to be raised for him, out Issue, their

Younger Children to take by Survivorship.

Daughters to take by Survivorship.

If all the Sons or Daughters shall die without Issue, their

Portions to
sink into the
Inheritance.

Power for an
eldest Son to
make a Jointure
with his
Mother's Consent.

Power for Sir
W. W. to
grant Leases
for Years or
Lives, re-
serving Ser-
vices, &c.

All Terms
granted by Sir
W. W. to at-
tend the Uses
of this settle-
ment.

her or them as aforesaid, shall become payable, then and in such Case the Monies so to be raised for the Portion or Portions of such younger Son or younger Sons, or Daughter or Daughters as aforesaid, if the same shall be raised, or so much thereof as shall then be raised, shall go and be paid to such Person or Persons, who by Virtue of these Presents shall be intitled to the next and immediate Freehold or Inheritance of the said Premises, expectant upon the Determination of the said Term of 1000 Years, of and in the Premises in the same Term comprised; and then also the said Monies so to be raised for the Portion or Portions of such younger Son or younger Sons, or Daughter or Daughters as aforesaid, or so much thereof as shall not be then raised, shall not be raised, but shall cease for the Benefit of such Person or Persons, to whom the next and immediate Estate for the Time being, expectant upon the Determination of the said Term of 1000 Years, shall by Virtue of these Presents belong: **Provided** that, if any Person or Persons, &c. (*Vide Proviso after all Payments made, the 1000 Years Term shall attend the Inheritance, in the first Settlement*): **Provided**, and it is hereby declared and agreed by and between the said Parties to these Presents, that it shall and may be lawful to and for the eldest Son for the Time being of the said Sir W. W. after the Death of the said Sir W. W. in the Life-time of the said Lady C. S. and with her Consent in Writing under, &c. attested by, &c. to assign, limit or appoint, by any Deed or deeds indented, any Part or Parts of the said Premises, to any Wife or Wives that such eldest Son for the Time being shall marry, either before or after Marriage, for the Life or Lives of such Wife or Wives, for her or their Jointure or Jointures, so as no such Jointure be without Impachment for Waste, by any exprefs Words in such Jointure Deed or Jointure Deeds contained; and such Jointure and Jointures when so made, with such Consent as aforesaid, shall be freed and discharged of and from the said Annuity or yearly Sum of 1500 *l.* and of and from the said Term of 1000 Years for securing the same: **Provided** always, and it is hereby declared and agreed by and between all the said Parties to these Presents, that it shall and may be lawful to and for the said Sir W. W. from Time to Time, and at all Times during his natural Life, and to and for any other Person or Persons, who shall be seised of the Freehold of all or any of the said Premises herein before mentioned and intended to be hereby granted and released, by Virtue of any the Limitations aforesaid, by any Deed or Deeds indented, under his or their Hands and Seals respectively to be executed, from Time to Time to make any Lease or Leases, Demises or Grants, of such Parts or Parcel, Part and Parcels of the Premises, which have been usually let, or are now let to Farm, unto any Person or Persons for any Term or Number of Years not exceeding twenty-one Years, or for any Term or Number of Years determinable upon one, two or three Life or Lives, in Possession, or by any way of future Interest; so as the Estate in the Possession and future Interest be determinable upon the Deaths of one, two or three Person or Persons, and be not to continue longer than for the Lives of three Persons at the most; and so as upon all and every such Lease and Leases, Demises or Grants made of such Parts of the Premises as have been usually let, or are now let, there be reserved payable yearly, during the Continuance thereof, the like Rents, Services, Heriots, and Profits, as are now reserved and payable for the same, or more: **And** the said Sir W. W. doth by these Presents declare and agree to and with the said Earl of H. and A. Earl of E. and their Heirs, that all and every Person and Persons respectively being possessed of any Term or Terms for Years, or Residue or Residues of any Term or Terms for Years, of and in the said Manors, Lordships, Messuages, Lands, Tenements and Hereditaments, or any of them, or any Part or Parts thereof, shall and will respectively from henceforth stand and be seised of such Term and Terms, and such Residue and Residues of Term or Terms respectively, (subject to such respective Trusts as they are now under, or subject unto); **In Trust** to attend and wait upon the several Uses and Estates herein before limited of all or such of the said Premises respectively, as are comprised in any such Term or Terms respectively. (*With a covenant from Sir W. to the Earl of H. and E. Earl of E. for further Assurance, &c. with the usual Power to indemnify Trustees. Vide Covenant for further Assurance, in the first Marriage Settlement, and the last Covenant in it.*) **In Witness, &c.**

Settlement before Marriage, reciting an Act of Parliament to enable an Infant to make a Jointure, &c. and whereby the Husband covenants to sell certain Copyhold Lands; and the Money arising by Sale thereof, to be invested in the Purchase of Freehold Lands, subject to the Uses therein mentioned.

THIS Indenture Quadripartite made, &c. Between T. B. of, &c. Esq; Son and Heir of S. B. Esq; by M. his late Wife, formerly M. V. both deceased, which said S. B. was the eldest Son and Heir apparent of Sir T. B. late of, &c. who survived the said S. B. and is since dead, and the said M. late Wife of the said S. B. was one of the Daugh-

ters of the Right Honourable G. late Lord Viscount G. deceased, of the first Part, the Honourable C. V. Esq; of the second Part, C. P. Spinster, (one of the Daughters of J. P. late of, &c. Esq; deceased) of the third Part, and W. P. and W. P. both of, &c. Esqrs. (Brother of the said C. P. of the fourth Part. *Whereas*, by an Act of Parliament, &c. (*Recital of an Act of Parliament to enable an Infant to purchase Lands, &c. and to disable him to alienate any in Prejudice of his Issue, &c. and to enable him to make a Jointure, with the Consent of his Guardians. Vide Tit. A&S.*) *And whereas* a Marriage is, with the Consent of the said C. V. (*the Trustee*) Marriage testified by, &c. intended to be shortly had and solemnized between the said T. B. and C. P. agreed on, and upon Treaties of the said intended Marriage, *It hath* been agreed as follows; that is to say, That of the Sum of 10,000 l. ready Monies (Part of the Fortune of the said C. T. (4000 l. should be paid to the said T. B. to the Intent that he should thereof pay unto J. H. all Monies due upon or by Virtue of a Mortgage made to him, and procure the said J. H. to assign all the said Manors, &c. comprised in the same Mortgage, unto the said W. P. and W. P. (*the 4000 l. Part of 10000 l. the Wife's Portion to be paid in Discharge of a Mortgage. The 6000 l. to be paid to the Uses after mentioned.*) their Executors, &c. for the Residue of the Term of 1000 Years, and that such Assignment should be upon such Trusts, and to and for such Intents and Purposes as are herein after declared, agreed, mentioned and expressed of and concerning such Assignment; *And* that the Sum of 6000 l. Residue of the said Sum of 10000 l. ready Monies, should be paid by the said W. P. upon such Trusts, and to and for such Intents and Purposes, as are herein after declared and expressed of and concerning the same Sum of 6000 l. and that the Residue of the Fortune of the said C. P. over and above the said Sum of 10000 l. ready Monies, should, previous to the said intended Marriage, be assigned and conveyed with the Consent of the said T. B. unto Trustees, so that she, notwithstanding her intended Coverture, may give and dispose thereof at her Will and Pleasure; and that the said T. B. previous to the said intended Marriage, pursuant to his enabling Power in the said saving Clause in the said recited Act of Parliament, should limit to the said C. P. for her Life, for her Jointure, the said Capital Messuage and Mansion House called W. Park, &c. Parcel of those comprised in an Indenture *Quadripartite* of, &c. Jointure. and in the Fine and Fines levied pursuant to the Covenants in the same Indenture of the yearly Value of 1200 l. and upwards, exclusive of the yearly Value of the said Capital Messuage and Park, and should enter into such Covenants and Agreements, as are herein after contained touching the Household Goods, Furniture, and necessary Utensils and Things which shall be in and belonging to the said Capital Messuage, &c. and the Outhouses, Yards and Gardens thereto belonging and touching the Copyhold Estate herein after mentioned, and the Selling thereof, and touching the Monies to arise by such Selling, and the Purchase or Purchases intended to be made with such Monies, *And also* touching the said Sum of 4000 l. and the Powers relating thereto mentioned in the Act of Parliament: *Now this Indenture* Considera-
witneseth, that for and in Consideration of the said intended Marriage, and for and in tions.
 Consideration of the Sum of 4000 l. of lawful Money, &c. (Part of the said Sum of 10000 l. ready Monies) to the said T. B. in Hand paid by the said C. P. at or before, &c. pursuant to the said Agreement, as to the same Sum of 4000 l. the Receipt, &c. and for and in Consideration of the said Sum of 6000 l. (Residue of the said Sum of 10000 l. ready Monies) to the said W. P. in and W. P. (*the Trustees*) in hand also paid by the said C. P. at or, &c. by and with the Direction and Consent of the said T. B. (testified, &c.) to be upon such Trusts, and to and for such Intents and Purposes, as are herein after declared, mentioned and expressed, of and concerning the same Sum of 6000 l. the Receipt of which said Sum of 6000 l. the said, &c. he the said T. B. in Pursuance and by Virtue of the said Power in the said herein before in Part recited Act, to make one or more Jointure or Jointures of all or any the said Manors, &c. comprised in the said Indenture *Quadripartite*, of, &c. and Fine or Fines levied pursuant to the Covenants in the same Indenture, and in Pursuance and by Virtue of all and every other Power and Powers enabling him the said T. B. hereunto, or which is or are any way given, reserved or belonging to him, or is or are any way vested in him the said T. B. *Hath* demised, assigned, limited and appointed, *And* by this Deed or Writing under his Hand and Seal, testified by the credible Witnesses, whose Names are indorsed as Witnesses to the Signing, Sealing and Delivery of these Presents by the said T. B. *Doth*, by and with the Consent of the said C. V. (testified, &c.) demise, assign, limit and appoint unto the said C. P. all, &c. (*The Parcels*) and the Reversion, &c. *To have and to hold* unto the said C. P. from and after the Solemnization of the said intended Marriage and the Death of the said T. B. her intended Husband, for and during the natural Life of her the said C. P. for her Jointure, and in Lieu and Bar of all Dower and Thirds which the said C. P. shall or may have or claim, of, in or out of any the Manors, &c. whereof the said T. B. shall at any Time during the intended Coverture between him and the said C. P. be seised of any Estate of Inheritance. (*The said T. B. covenants that he hath good Right at, &c. and that Mrs. P. shall quietly enjoy, &c. free from Incumbrance, &c. and for further Assurance, &c. Vide antea in Marriage Settlements or in Covenants.*) *And* the said T. B. for himself his Heirs, &c. doth covenant, promise and agree Special.
 10

4000 l. Part of 10000 l. the Wife's Portion to be paid in Discharge of a Mortgage. The 6000 l. to be paid to the Uses after mentioned. The Residue to be conveyed to Trustees to be at the Disposal of The Wife's Jointure.

Considera- tions.

Appointment.

Habendum to the Wife after her Husband's Death for her Jointure.

Settlements concerning Marriage.

Husband's
Executors, on
Refusal to as-
sign, to pay to
the Wife
2000 l.

Covenant to
surrender the
Copyholds.

or to sell the
same.

The Money
arising by the
Sale to be paid
to the Trus-
tees, and they
(after reim-
bursing them-
selves their
Charges) to
lay out the
same in the
Purchase of
Freehold
Lands.

The Uses to
the Husband
for Life.

To Trustees
to support
contingent
Remainders.

The Trustees
to place the
Money at In-
terest until a
Purchase could
be had.

to and with the said *W. P.* and *W. P.* their Executors, &c. that in Case the said intended Marriage shall take Effect, and the said *T. B.* shall die in the Life-time of the said *C. P.* not having, by his Deed or Will duly executed by him, given the Household Goods and Furniture and necessary Utensils, and Things which at the Time of his so dying shall be in and belonging to the said Capital Messuage or Mansion called *W. Park*, and the Out-houses, Yards and Gardens thereto belonging, unto the said *C. P.* so that she may, from the Time of his so dying as aforesaid, *Have*, hold, possess and enjoy the same for and during her natural Life; **And** in Default of his so giving the same, or the Executors, &c. of the said *T. B.* shall refuse or neglect, upon the Request of the said *C. P.* at their own Cost and Charges, to make such Bargain, Sale and Assignment thereof as her Counsel, &c. shall advise, then and in such Case such Executors, &c. shall, within the Space of one Month next after such Neglect or Refusal as aforesaid, pay unto the said *C.* in Lieu of such Goods, Furniture and Things, the full Sum of 2000 l. of lawful, &c. **And** the said *T. B.* for himself, his Heirs, &c. **Doth** covenant, &c. to and with the said *W. P.* and *W. P.* their Heirs, &c. that he the said *T. B.* or his Heirs, shall and will (at the Request of the said *W. P.* and *W. P.* or the Survivor of them) surrender **All** his Copyhold Lands and Tenements in or near the Parish of, &c. according to the Custom of the Manor in which the same Lands and Tenements are, to the Use of the said *W. P.* and *W. P.* and their Heirs, or to the Survivor of them and his Heirs (which Surrender is to be upon such Trust, and to such Intent, as are herein after declared or mentioned of and concerning such Surrender), or shall and will (at the like Request) sell the same Copyhold Lands, &c. to such Purchaser or Purchasers as will pay a reasonable Price for the same; and upon such Payment surrender the said Copyhold Premises to such Use or Uses as such Purchaser or Purchasers shall require: **And** it is hereby declared and agreed by and between all the said Parties to these Presents, that in Case the said Copyhold, &c. at such Request as aforesaid, shall be surrendered *To the Use* of the said *W. P.* and *W. P.* and their Heirs, or to the Survivor of them and his Heirs as aforesaid, such Surrender shall be *in Trust* and to the Intent, that they the said *W. P.* and *W. P.* and the Survivor of them and his Heirs, shall and do, as soon as conveniently may be after such Surrender, make absolute Sale of the said Copyhold, &c. for the most Money that can be reasonably had or gotten for the same, or in Case the same Lands, &c. shall be sold by the said *T. B.* to such Purchaser or Purchasers as aforesaid, the Monies to arise by Sale of the said Copyhold Lands, &c. shall be paid into the Hands of the said *W. P.* &c. or the Survivor of them, his Executors, &c. **And it is** hereby further declared and agreed by and between all the said Parties to these Presents, that the Monies to arise by selling of the said Copyhold Lands, &c. and to be paid unto the said *W. P.* and *W. P.* or the Survivor of them, his Executors, &c. shall be **Upon Trust** and to the Intent, that they the said *W. P.* &c. and the Survivor of them, his Executors, &c. shall and may, by and out of the same Monies, in the first Place satisfy and reimburse themselves all such Costs, &c. which they or any of them shall be put unto or sustain in or about the said Trust relating to the said Copyhold Lands and Tenements, and to the Monies to arise by sale thereof, and shall and do, after full Satisfaction of such Costs, Charges and Expences as aforesaid, lay out and invest, either intirely or in Parcels, the Residue of the Monies to arise by Sale of the said Copyhold Lands and Tenements in the Purchase or Purchases of the Freehold and Inheritance of some Messuages, Lands, Tenements or Hereditaments within the Counties of *H.* and *H.* or one of them, with the approbation of the said *T. B.* and cause and procure such Purchase or Purchases, when made, to be conveyed and settled by the Uses following, or to so many of them as the Death of Parties will then admit of, (that is to say) **To the Use** of the said *T. B.* and his Assigns during the Term of his natural Life, without Impeachment of Waste, and from and after the Determination of that Estate by Forfeiture or otherwise, to the Use of the said *W. P.* &c. and their Heirs during the Life of the said *T. B.* *upon Trust*, to support contingent Remainders, and for such Purpose to make Entries and bring Actions as Occasion may require; but nevertheless *In Trust* to permit and suffer the said *T. B.* to receive the Rents and Profits for his own Use during his Life, and from and after his Death, **To the Use** of the first Son, &c. (Vide *Limitations of Uses and Trusts*, p. 456.) and for Default of such Issue, **To the Use** of the right Heirs of the said *T. B.* for ever; **Provided always**, and it is hereby declared and agreed by and between all the said Parties to these Presents, that in the mean Time, from and after the Sale of the said Copyhold Lands and Tenements intended to be sold as aforesaid, and until such Purchase and Purchases as aforesaid can be found, it shall and may be lawful to and for the said *W. P.* and *W. P.* and the Survivor of them, his Executors, &c. with the Consent and Approbation of the said *T. B.* and in Case of his Death, at the Discretion of the said *W. P.* &c. or the Survivor of them, his Executors, &c. from Time to Time to invest and place out, either intirely or in Parcels, the Monies to arise by Sale of the said Copyhold Lands and Tenements in and upon any Security or Fund, Securities or Funds Parliamentary or otherwise, or to deposit the same Monies with any Person or Person or in any Place or Places for safe Custody, either at Interest or without Interest: **And also** that from Time to Time, from and

and after Selling the said Copyhold Lands and Tenements, and until such Purchase or Purchases, as aforesaid, can be found conveyed and settled as aforesaid, the Interest, and Profit and Proceed of the Monies to arise by Sale of the Copyhold Lands and Tenements, shall go and be paid to such Person and Persons, and in the same Manner, as the Rents and Profits of the said intended Purchase or Purchases when made are to go and be paid: **Provided**, and it is hereby declared and agreed, that for the better Effecting such Selling as aforesaid of the said Copyhold Lands and Tenements, and for the better Security of the Purchaser or Purchasers, the Payment of the Purchase Monies for the same Lands and Tenements unto the said *W. P. &c.* or the Survivor of them, or unto the Heirs, &c. of such Survivor, shall effectually discharge therefrom such Purchaser or Purchasers notwithstanding any Loss or Misapplication of such Purchase Monies as aforesaid; **And** as to, for, touching and concerning the Sum of 6000 *l.* (Residue of the said Sum of 10,000 *l.* ready Monies) paid to the said *W. P. &c.* as aforesaid, **It is** hereby declared and agreed by and between all the said Parties to these Presents, that the said Sum of 6000 *l.* was so paid as aforesaid, upon such Trusts and to and for such Intents and Purposes, as are herein after mentioned, that is to say, **In Trust** for the said *C. P.* until the Solemnization of the said intended Marriage, and from and after the Solemnization of the same Marriage, **Then in Trust** that the said Sum of 6000 *l.* shall and may from Time to Time, until Payment thereof, according to the Trusts herein after mentioned, relating to such Payment, be placed out or invested, either intirely or in Parcels, in the Name or Names of the said *W. P. &c.* or of the Survivor of them, or of the Executors, &c. of such Survivor, in and upon any Security or Fund, Securities or Funds, Parliamentary or otherwise, or shall or may be deposited with any Person or Persons, or in any Place or Places for safe Custody, either at Interest or without Interest, (such Placing out, Investing or Depositing, during the Life of the said *T. B.* being with his Consent, and not otherwise); and as to the Interest, Produce and Profit of the said 6000 *l.* to arise by such Placing, Investing and Depositing as aforesaid, during the Life of the said *T. B.* **In Trust** that the same Interest, Produce and Profit shall and may be paid to, and received by the said *T. B.* for his own Use and Benefit, during his natural Life; **And** in Case the said intended Marriage shall take Effect, and the said *C. P.* shall die in the Life-time of the said *T. B.* without leaving Issue of her Body begotten, or leaving Issue only one Child, and such Child shall be a Son, **In Trust** as to the said Sum of 6000 *l.* for the said *T. B.* his Executors, &c. **And** in Case the said *T. B.* leaving Issue of his Body on the Body of the said *C. P.* his intended Wife begotten, any younger Child, or younger Children, *viz.* any Child or Children besides an eldest or only Son, be the same younger Child or younger Children a Son or Sons, Daughter or Daughters, born or to be born at or after the Death of the said *T. B.* then the said Sum of 6000 *l.* and the Interest, Produce and Profits thereof to become due after his so dying, shall be upon Trusts following, (that is to say) If there shall be but one such younger Child, and such younger Child (being a Son) shall then have attained his Age of 21 Years, or being a Daughter shall then have attained her Age of 18 Years, or be married, then in Trust for such younger Child, and the Executors, &c. of such younger Child; but in Case such one younger Child (being a Son) shall be under the Age of 21 Years at the Time of the Death of the said *T. B.* then **In Trust** to pay, apply and dispose of the Interest, Produce and Profit of the Sum of 6000 *l.* for or towards his Maintenance and Education, and for his Benefit until his Age of 21 Years, and at that Age to pay unto him the said Sum of 6000 *l.* and in Case such younger Child (being a Daughter) shall be under the Age of 18 Years and unmarried at the Time of the Death of the said *T. B.* then in Trust to pay, apply and dispose of the Interest, Produce and Profit of the said Sum of 6000 *l.* for or towards her Maintenance and Education, and for her Benefit, until her Age of 18 Years, or Day of Marriage, and at such her Age or Day of Marriage to pay unto her the said Sum of 6000 *l.* and in Case there shall be two or more such younger Children as aforesaid, **Then in Trust** to pay the said Sum of 6000 *l.* to such two or more younger Children at such Time and in such Parts, Shares and Proportions, Manner and Form, as the said *T. B.* by any Writing under his Hand and Seal, attested by two or more credible Witnesses, shall direct or appoint; and in Default of such Direction or Appointment, **Then in Trust** to pay the Sum of 6000 *l.* to or for such two or more younger Children as aforesaid, Share and Share alike for their Portions; and as to the Portion or Portions of such of them as shall be a Son or Sons, the same is or are to be paid, for want of such Direction and Appointment as aforesaid, at his or their respective Age or Ages of 21 Years; and as to the Portion or Portions of such younger Children as aforesaid, as shall be a Daughter or Daughters, the same is or are to be paid, for want of such Direction and Appointment as aforesaid, at her or their respective Age or Ages of 18 Years, or Day or Days of Marriage, which shall first happen, in Case such Ages or Marriage happen after the Death of the said *T. B.* otherwise the Portion or Portions of such younger Child or younger Children, as aforesaid, is or are to be paid, for want of such Direction and Appointment as aforesaid, within three Calendar Months next after the Death of the said *T. B.* with proportionable Parts of the Interest, Produce and Profit (if any) of the said 6000 *l.* which shall arise or become due after his Death;

The Interest, until Purchase found, to be to the same Uses as the Lands when purchased.

Purchasers discharged from Losses.

The Trusts of 6000 *l.*

The 6000 *l.* and the Interest to be for a Provision for younger Children's Maintenance, &c. after their Father's Death.

Settlements concerning Marriage.

The Share of
a Child or
Children dy-
ing to go to
the Survivors
or Survivor.

And upon further Trust, in Case at the Time of the Death of the said *T. B.* such younger Child or younger Children, as aforesaid, being a Son or Sons, shall be under the Age of 21 Years, or being a Daughter or Daughters shall be under the Age of 18 Years and unmarried, that then, and in such Case, they the said *W. P. &c.* or the Survivor of them, or the Executors, &c. of such Survivors, shall and do in the mean Time, from and after the Death of the said *T. B.* until the said Portion or respective Portions of such younger Child or younger Children shall become payable as aforesaid, pay, apply and dispose of the Interest, Produce and Profit of the said 6000 *l.* to arise or become due after his Death, for the Maintenance, Education and Benefit of such younger Children equally and proportionally: **Provided** that, if there shall be more such younger Children, as aforesaid, than one, and any of them shall happen to die before his, her or their said Portion or Portions shall become payable as aforesaid, or shall become an eldest or only Son, then the said Portion or Portions of him, her or them so dying or becoming an eldest Son or only Son, in the said Sum of 6000 *l.* and in the Interest, Produce and Profit thereof from thenceforth to arise, shall go, accrew and be paid to or for the Benefit of the Survivors or Survivor, or others or other of them respectively, Share and Share alike, in Augmentation of their said original Portion and Portions and Maintenance; and in Case the said *T. B.* shall happen to die, leaving no Son of his Body on the Body of the said *C. P.* born in the Life-time of the said *T. B.* nor born after his Death, and in such Case there shall be one or more Daughter or Daughters of the said *T. B.* on the Body of the said *C. P.* his intended Wife, born or to be born at or after the Death of the said *T. B.* **Then in Trust** to pay the said Sum of 6000 *l.* to such Daughter or Daughters, for her or their Portion or Portions as followeth, (that is to say) intirely to one such Daughter for her Portion, in Case there shall be no more such Daughters than one; equally between or amongst such Daughters, Share and Share alike for their Portions, if there shall be more such Daughters than one; the same Portion or Portions to be paid to such Daughter or Daughters respectively, at such Time or Times as the said *T. B.* shall by any Writing or Writings under his Hand and Seal direct and appoint; **And** in Default of such Direction and Appointment, then as and when she or they respectively shall attain her or their respective Age or Ages of 18 Years, or be married, which shall respectively first happen, in Case the said *T. B.* shall be then dead; and in Case he shall be then living, and shall not have appointed the same Portion or Portions to be paid in his Life-time, then within six Calendar Months next after his Death, with proportionable Parts of the Interest, Produce and Profit (if any) of the said 6000 *l.* which shall arise or become due after the Death of the said *T. B.* **And upon further Trust**, in Case the said *T. B.* shall happen to die leaving no Son of his Body on the Body of the said *C. P.* born in the Life-time of the said *T. B.* nor born after his Death, and in such Case there shall be one or more Daughter or Daughters of the said *T. B.* on the Body of the said *C. P.* who shall be living at the Time of his Death, and shall be then under the Age of 18 Years and unmarried, or who shall be born after the Death of the said *T. B.* that then and in such Case they the said *W. P.* and *W. P.* or the Survivors or Survivor of them, his Executors, &c. shall and do in the mean Time, from and after the Death of the said *T. B.* until the said Portion or respective Portions of such Daughter or Daughters shall become payable as aforesaid, pay, apply and dispose of the Interest, Produce and Profit of the said 6000 *l.* to arise or become due after his Death, for the Maintenance, Education and Benefit of one such Daughter, if there shall be no more such Daughter than one, and of all such Daughters equally and proportionably, if there shall be more such Daughters than one; **And also** that in Case there shall be any Son of the Body of the said *T. B.* on the Body of the said *C. P.* begotten, who shall live to attain the Age of 21 Years, or die before that Age, leaving Issue Male, then and in such Case he the said *T. B.* shall not, nor will raise, direct or appoint the said Sum of 4000 *l.* or any Part thereof, by Virtue of any of his Power or Powers contained in the said Act of Parliament, but will waive such his Power and Powers for the Benefit of such Son; **And further**, in Case there shall be no Son of the Body of the said *T. B.* on the Body of the said *C. P.* begotten, and there shall be one or more Daughter or Daughters of their Bodies begotten; that then, and in such Case, he the said *T. B.* shall and will, at the Request of the said *W. P.* and *W. P.* or the Survivor of them, his Executors, &c. make, do and execute any such Act, Matter or Thing, Acts, Matters or Things, as Counsel learned in the Law shall reasonably advise for raising the said Sum of 4000 *l.* or so much thereof as may be raised by Virtue of any his Power or Powers in the said Act, and shall and will cause the Monies so raised to be paid unto the said *W. P.* and *W. P.* or the Survivor of them, his Executors, &c. **And** it is hereby declared and agreed by and between the said Parties to these Presents, that the said last mentioned Sum of 4000 *l.* or so much thereof as shall be raised as aforesaid, and paid to the said *W. P.* and *W. P.* or the Survivor of them, his Executors, &c. shall be **Upon Trust** that they the said *W. P.* and *W. P.* or the Survivor of them, his Executors, &c. shall and may pay, apply, place out and dispose of all such Monies in like Manner as they by Virtue of the Trusts aforesaid may pay, apply, place and dispose of the said Sum of 6000 *l.* Part of the said Sum of

If a Son living
the 4000 *l.*
not to be raised.

If no Son
living, the
4000 *l.* to be
applied in the

of 10,000*l.* ready Monies, and the Interest, Profits and Produce thereof, in case there shall be a Failure of Issue Male of the said *T. B.* on the Body of the said *C. P.* begotten, to be as the 6000*l.* as and for an Augmentation to the said Portion and Portions and Maintenance of such Daughter or Daughters: **Provided**, and it is hereby, *&c.* (*Trustees not to be answerable, and to be reimbursed.* Vide first Marriage Settlement.) **In Witness, &c.**

A Settlement before Marriage, reciting an Indenture of Bargain and Sale inrolled, to make a Tenant to the Precipe, in order to suffer a Recovery, and leading the Uses of the said Recovery, with a Covenant (int'al) to do any further Act to corroborate the said Bargain and Sale.

THIS Indenture Quadripartite, &c. Between the Honourable *C. H.* one of the Sons of the Right Honourable *A. Lord H.* deceased, of the first Part, *B. D.* Daughter and Coheir of *R. D.* deceased, and sole Daughter and Heir of *M. D.* Wife of the said *R. D.* of the second Part, *M. A.* of, *&c.* and *B. J.* of, *&c.* of the third Part, and the Right Honourable *C. Lord A. S. J.* of, *&c.* *B. L.* of, *&c.* and *M. H.* of, *&c.* of the fourth Part. **Whereas** by one Indenture *Tripartite*, bearing even Date with these Presents, and made or mentioned to be made between the said *C. H.* of the first Part, the said *M. A.* and *B. J.* of the second Part, and the said *C. Lord A. B. L.* and *M. H.* of the third Part, *It is witnessed*, That he the said *C. H.* for and in Consideration of the Sum of 5*s.* of, *&c.* therein mentioned, and for divers other good Causes and Considerations him thereunto especially moving, *Haib* granted, bargained and sold, and thereby *Doth, &c.* unto the said *M. A.* and *B. J.* their Heirs and Assigns, *All* that the Manor, *&c.* with its Rights, Members and Appurtenances, and all and singular the Messuages, *&c.* whereof or wherein the said *C. H.* hath or ever had any Manner of Estate of Inheritance in Possession, Reversion or Remainder, with their and every of their Rights, Members and Appurtenances, *And all* that the Rectory, *&c.* (Vide Tit **Parcels.**) And the Reversion and Reversions, *&c.* of all and singular the Premises, and of every Part and Parcel thereof, and all Rents and yearly Profits, Reservations and Services, reserved or payable in, by or upon any Lease or Grant, had, made or granted, or mentioned so to be, of the Premises hereby granted, or any of them; *To have and to hold* the said Manor, *&c.* unto the said *M. A.* and *B. J.* their Heirs and Assigns, *To the Use* of them the said *M. A.* and *B. J.* their Heirs and Assigns, *To the Intent and Purpose* that they the said *M. A.* and *B. J.* or the Survivor of them, may be perfect Tenants or Tenant of the Freehold of the said Premises against whom one or more good and perfect common Recovery or Recoveries may be had and executed, of, for and concerning the Premises, to the Uses, Intents and Purposes therein mentioned; *And* for that End and Purpose it was further concluded and agreed by and between all the said Parties to the said Indenture of Bargain and Sale, and the said *C. H.* for himself, his Heirs, Executors, Administrators and Assigns, *Did* covenant, promise and grant to and with the said *M. A.* and *B. J.* their Heirs, Executors and Administrators, by the said Indenture, that before the End of — Term next ensuing the Date of the said Indenture, several good and perfect common Recoveries in the usual Form for Assurance of Lands should be had, perfected and executed, of and for all and singular the Premises in, *&c.* respectively, at the proper Costs and Charges in the Law of the said *C. H.* *And for that End* and Purpose, several Writs of Entry *Sur Disseisin en le post* should be brought in the Names of the said *C. Lord A. S. J. B. L.* and *M. H.* as Plaintiffs or Demandants therein, against the said *M. A.* and *B. J.* as Tenants of and for all and singular the said Manors, *&c.* with their Appurtenances, by such Names, Quantities, Qualities, Contents and Numbers of Messuages and Acres, and other Certainties as should be thought apt and convenient; *To* which said several Writs the said *M. A.* and *B. J.* should appear *gratis* in their proper Persons, and should and would vouch to warrant the Premises to the said *C. H.* who should appear and vouch the common Vouchee; and such further Proceedings should be had thereon, that several good and perfect common Recoveries, with double Voucher might be had and prosecuted in and upon the said several Writs of Entry in all Things, according to the usual Order and Form of common Recoveries, with double Voucher for Assurances of Lands in such Cases used; *And* it was further covenanted, concluded, declared and fully agreed by and between all the said Parties to the said recited Indenture for them and their Heirs, *And* it was their true Intent and Meaning, that the said several common Recoveries so to be had and suffered as aforesaid, and all and every other Recovery and Recoveries whatsoever to be had and suffered, of and for the said Premises, or any of them; by and between the said Parties to the said Indenture of Bargain and Sale, or any of them, or whereunto they or any of them should be Party or Parties, Vouchee or Vouchees, should be and enure, and should be construed, expounded, adjudged, deemed and taken to be and enure;

And

same Manner
as the 6000*l.*
Augmenta-
tion of Daugh-
ters Portions.

Bargain and
Sale inrolled,
recited.

The Parcels.

To make a
Tenant to the
Precipe in or-
der for a Re-
covery.

If in two
Counties.

Uses of the
Recovery.

This Deed
leads the Uses.

Consideration.

Covenant to
corroborate
the Bargain
and Sale.

To make per-
fect Tenants
of the Free-
hold.

Uses, Part to
the Husband
in Fee.

And the said C. Lord A. S. J. B. L. and M. H. and their Heirs, and all and every Person and Persons whatsoever, that then were or then after be at any Time seised of and in the said Manor, &c. and Premises thereby granted, or therein or thereby mentioned so to be, or any of them, should, from and immediately after the passing and suffering of the said several common Recoveries respectively, by Force and Virtue thereof, and of the said Indenture, stand and be seised thereof, and of every Part and Parcel thereof respectively, by Force and Virtue thereof, and of the said Indenture of Bargain and Sale, stand and be seised thereof, and of every Part and Parcel thereof respectively, to such Uses, Behoofs, Intents and Purposes, as are or shall be thereof mentioned, expressed, limited or declared, in and by these Presents, as in and by the said Indenture of Bargain and Sale, &c. may appear: **And whereas** a Marriage is intended to be, by God's Permission, shortly had and solemnized, between the said C. H. and the said B. D. with whom the said C. H. will have a great Fortune, both in Monies and real Estate: **Now this Indenture witnesseth**, that for and in Consideration of the said intended Marriage, and of the Advancement in Lands and Monies thereby accruing to the said C. H. and as well for the further Declaration of the Uses of the said several common Recoveries, in and by the said recited Indenture of Bargain and Sale, covenanted and agreed to be had and suffered as aforesaid, as of all and singular other the Conveyances and Assurances at any Time hereafter to be had, made, levied, executed, acknowledged or suffered, of all and every or any of the said Manor, &c. and Premises; **It is therefore** hereby declared, concluded and fully agreed by and between the said Parties to these Presents, and the said C. H. for himself, his Heirs, Executors, Administrators and Assigns, and for every of them doth covenant, promise and grant to and with the said M. A. and B. J. their Heirs, Executors and Administrators, and every of them by these Presents, that he the said C. H. and all and every Person and Persons whatsoever, having or lawfully claiming or to claim any Estate, Right, Title or Interest, of, in or to the Premises, or any Part or Parcels thereof, by, from or under him the said C. H. shall and will from Time to Time before the End of—Term next ensuing the Date of these Presents, at or upon the reasonable Request of the said M. A. and B. J. their Heirs, Executors and Administrators, or any of them, but at the proper Costs and Charges of the said C. H. or his Assigns, do, make, levy, execute, acknowledge and suffer, or cause to be done, made, levied, executed, acknowledged and suffered, such further and other reasonable Act and Acts, Thing and Things, Assurances and Conveyances in the Law whatsoever, as well for the corroborating, strengthening and confirming the Estate, made and granted, or mentioned or intended so to be, unto the said M. A. and B. J. in and by the said recited Indenture of Bargain and Sale, and for making them lawful Tenants of the Freehold and Inheritance of all and singular the Premises, as for the further, better and more perfect assuring, sure-making, conveying, settling, establishing or confirming of all and every or any of the said Manor, &c. unto and for such and the same Uses, Intents and Purposes, as the same Premises are herein after granted, conveyed, limited and settled, or mentioned so to be, be it by Lease and Release, Fine, Feoffment, or by all and every or any of the said Ways and Means, or by any other Ways or Means in the Law whatsoever, as by the said M. A. and B. J. or either of them, their or either of their Heirs, Executors or Administrators, or their or any or either of their Counsel learned, &c. **And it is further** covenanted, concluded, declared and fully agreed upon, by and between all the said Parties to these Presents, for them and their Heirs, and it is their true Intent and Meaning, that from and immediately after such Time as the said several common Recoveries shall be respectively had and perfected of the Premises as aforesaid, the said several common Recoveries and the Execution thereof, and all further and other Assurances and Conveyances whatsoever, of the said Premises, and every or any Part or Parcel thereof, at any Time after the Day of the Date of these Presents, had, made, levied, executed and acknowledged, or to be had, made, levied, executed and acknowledged, by and between the said Parties to these Presents or any of them, or whereunto they or any of them shall be Party or Parties, shall be and enure, and shall be construed, expounded, adjudged, deemed and taken to be and enure; **And** that the said Recoveries in the said several common Recoveries and their Heirs, and all and every other Person and Persons, who at any Time then after shall be or stand seised of the said Manor, &c. or any of them, by Force and Virtue of the said several common Recoveries or either of them, or of any further or other Assurances or Conveyances which shall be made and executed of the said Premises or any Part thereof, shall so stand and be seised thereof, and of every Part and Parcel thereof respectively, To the several and respective Uses, Intents and Purposes, and with and under the several Limitations, Powers, Authorities, Liberties, Provisoos, Conditions and Agreements hereafter, in and by these Presents mentioned, limited, expressed and declared, of and concerning the said Premises respectively, (that is to say) *As for and concerning* the said Manor, &c. and all and singular other the Premises whatsoever in the said County of, &c. *To the Use* and Behoof of the said C. H. (the Husband) his Heirs and Assigns for ever, and

to and for none other Use, Intent or Purpose whatsoever; And as for and concerning all and singular the said Messuages, Rectories, &c. in, &c. To the Use and Behoof of the said C. H. for and during the Term of his natural Life, without Impeachment of or for any Manner of Waste, and from and immediately after the Determination of that Estate, To the Use and Behoof of the said M. A. and B. J. and their Heirs, during the Life only of the said G. H. in Trust to preserve the contingent Uses thereof hereafter, in and by these Presents limited, and for that Purpose to make Entries, &c. as Occasion shall require, but that they shall not receive the Profits thereof to their own Use; And from and immediately after the Decease of him the said C. H. then as for and concerning all that, &c. being Parcel of the Premises, To the Use and Behoof of the said B. D. (the intended Wife) for and during the Term of her natural Life, for and in the Name of her Jointure, and in full Recompence, Lieu and Satisfaction of her Dower, which she may or otherwise might claim, have, challenge or demand of, in and to all or any the Manors, &c. of the said C. H. her intended Husband; And also from and immediately after the Decease of the said C. H. as for and concerning the said Messuages, Rectory, &c. (other than, &c.) to the said B. for her Jointure, To the Use and Behoof of the said C. Lord A. M. A. S. J. B. L. B. J. and M. H. (the Trustees) their Executors, Administrators and Assigns, for and during the Term of 60 Years, to be accounted from the Death of the said C. H. and from thenceforth fully to be compleat and ended, if the said B. D. shall so long live; nevertheless upon such Trusts and Confidences, and to and for such Intents and Purposes, as are or shall be mentioned, expressed limited or declared, of and concerning the Premises, in and by one Indenture Tripartite bearing even Date herewith, and made or, &c. (Vide Tit. **Trusts**.) and from and immediately after the Expiration, Surrender or other sooner Determination of the said Term of 60 Years, To the Use and Behoof of the said B. D. for and during her natural Life, for an Increase and Augmentation of her Jointure; And from and immediately after the Decease of the Survivor of them the said C. H. and B. D. as to, for and concerning all and singular the said Messuages, Rectory, &c. To the Use of the first Son, &c. (Vide Tit. **Limitations of Uses and Trusts**, p. 456.) and for Default of such Issue, To the Use and Behoof of the above named C. Lord A. M. A. S. J. B. L. B. J. and M. H. their Executors, Administrators and Assigns, for and during the Term of 99 Years, from thence next ensuing and fully to be compleat and ended, without Impeachment of or for any Manner of Waste; Nevertheless upon such Trusts and Confidences as are herein after mentioned and declared of and concerning the same Term and Estate; and from and after the End, Surrender, or other sooner Determination of the said Term of 99 Years, Then to the Use and Behoof of the said C. H. his Heirs and Assigns for ever; And it is hereby declared, meant and agreed, by and between all and every the said Parties to these Presents, and the true Intent and Meaning of them, and every of them, and of these Presents, is upon this special Trust and Confidence, and to the Intent and Purpose, that in case the said C. H. shall have any one or more Daughter or Daughters begotten on the Body of the said B. D. who shall be living at the Time of the Commencement of the said Term of 99 Years; that then the said C. Lord A. &c. or the Survivors or Survivor of them or the Executors or Administrators of such Survivor, shall by, with and out of the Rents, Issues and Profits of the said Messuages, Rectory, &c. to them limited for the said Term of 99 Years, or by Sale or Demise thereof, or of any Part thereof, for all or any Part of the said Term, or by all or any of the said Ways and Means, or otherwise as to them in their Discretions shall seem meet, raise and levy the Sum of 4000*l.* for the Portion or Portions of such Daughter or Daughters, to be paid in such Sort, Manner and Form, as is herein after mentioned; (that is to say) In case there shall be only one such Daughter, and no more, then the said Sum of 4000*l.* shall be raised and levied for the Portion of such only Daughter; and if there shall be two or more such Daughters, then the said Sum of 4000*l.* shall be raised and levied for the Portions of such two or more Daughters to be equally divided amongst all such Daughters; which said Portion or Portions shall be paid unto such Daughter or Daughters, who shall not be born or shall be unmarried, or under the Age of eighteen Years at the Time of the Commencement of the said Term of 99 Years, respectively at the Day or Days of her or their respective Marriage or Marriages, or at her or their respective Age or Ages of eighteen Years, which shall first happen; But if she, they, or any of them shall be married, or shall have attained the said Age of eighteen Years before the Commencement of the said Term of 99 Years, then the Portion or Portions of such Daughter or Daughters which shall be so married, or shall have attained her said Age of eighteen Years before the Commencement of the said Term of 99 Years, shall be paid unto her or them respectively, so soon after the Commencement of the said Term of 99 Years as the same can conveniently be raised; And upon this further Trust and Confidence also, that after the said Sum of 4000*l.* shall be levied and raised for the Portion or Portions of such Daughter or Daughters as aforesaid, together with all Charges in or about the Levying or Raising thereof, Or that any Person or Persons,

The Residue

Life.

Part thereof for the Wife's Jointure.

The Residue, except the Jointure Lands, to Trustees

for 60 Years from the Husband's Decease, if the Wife so long lived.

Upon Trust mentioned in another Deed.

To the Wife for Increase of Jointure.

To Trustees for 99 Years.

To the Husband in Fee.

The 99 Years for raising Portions for Daughters.

Provision for Maintenance,

sons, to whom any Estate is herein before limited in Remainder of the same Premises, shall pay the same within the respective Time and Times limited for Payment thereof, that then at any Time, as also in case there shall be no such Daughter or Daughters at the Commencement of the said Term of 99 Years, they the said C. Lord A. M. A. &c. their Executors, Administrators and Assigns, shall and will, at the reasonable Request, and at the proper Costs and Charges of such Person or Persons, to whom the next and immediate Estate for the Time being of and in the Premises, expectant upon the Determination of the said Term of 99 Years, shall by the true Intent and Meaning of these Presents, belong or appertain, surrender and yield up the said Estate and Term of Years, unto such Person or Persons so requiring the same: **Provided always**, and it is, &c. (Vide *Proviso, Husband may grant Leases, in first Marriage Settlement.*) And the said C. H. for himself, his Heirs, Executors and Administrators, and every of them, doth covenant, promise and grant to and with the said C. Lord A. M. A. &c. their Executors and Administrators, by these Presents, that over and besides the Messuages, Rectory, &c. in and by the said recited Indenture of Bargain and Sale, bearing even Date with these Presents, and by the said several Common Recoveries, or by any or either of them settled or agreed, or intended to be settled to and upon the first and other Sons of the said C. H. to be begotten on the Body of the said B. D. as aforesaid, He the said C. H. shall and will either leave to descend to, or by good and sufficient Conveyances and Assurances executed in his Life-time, settle upon the eldest Son and Heir of the said C. H. begotten on the Body of the said B. D. or other Heir Male of the Body of the said C. H. begotten on the Body of the said B. D. in Fee-simple or in Tail general or special, Lands and Hereditaments, to the clear yearly Value of 500*l.* over and above all Charges and Reprises (publick Taxes excepted) which said Lands and Hereditaments of the yearly Value of 500*l.* as aforesaid, shall come to such Son or other Heir Male of the Body of the said C. H. begotten on the Body of the said B. D. in Possession either immediately after his Decease, or after the Decease of the said C. H. and of such Woman as shall be his Wife at the Time of his Decease; And the said C. H. for himself, his Heirs, Executors, Administrators and Assigns, and for every of them, doth covenant, promise and grant to and with the said C. Lord A. &c. their Executors and Administrators, by these Presents, that the said Messuages, Rectory, &c. herein before mentioned, now are of the clear Value of 1000*l.* *per Ann.* over and above all Reprises (except publick Taxes) and so shall continue for ever hereafter, notwithstanding any Act, Matter or Thing whatsoever, done or to be done, or wittingly suffered by him the said C. H. (**Covenants** that he is seised in Fee; hath Right to convey; free from Incumbrances. Vide the like Covenants in first Marriage Settlement. **Covenant for further Assurance, ibidem.**) **In Witness, &c.**

if no Daughters.

Proviso for letting Leases.

Covenant that the Husband will leave to the Heir 500*l.* *per Ann.* after his and his Wife's Decease.

The Deed of Bargain and Sale (a) to be inrolled, to make a Tenant to the Præcipe, in order to suffer a Recovery, which is recited in the last preceding Settlement.

THIS Indenture Tripartite, &c. Between the Honourable C. H. one of the Sons, &c. of the first Part, M. A. of, &c. and B. J. of, &c. of the second Part, and the Right Honourable C. Lord A. S. J. B. L. and M. H. of the third Part, **Witnesseth**, that the said C. H. for and in Consideration of the Sum of, &c. to him in Hand paid by the said M. A. and B. J. at or before the Sealing and Delivery of these Presents, the Receipt whereof, &c. and for divers other good Causes and Considerations him the said C. H. thereunto especially moving, hath granted, bargained and sold, and by these, &c. unto the said M. A. and B. J. their Heirs and Assigns, **All** that the Manor, &c. and also all that the Rectory, &c. and the Reversion and Reversions, Remainder, &c. **To have**, &c. unto the said M. A. and B. J. their, &c. **To the Intent** and Purpose, &c. (Vide *Bargain and Sale*, p. 678.) And it is further covenanted, &c. (*Here the Date of the Settlement, and the Parties in the same Order as therein ought to be inserted.*)

(a) Bargains and Sales, and all other Deeds to be inrolled must be on a single Crown Stamp.

A Settlement before Marriage of a Copyhold Estate, where, according to the Custom of the Manor, there is a dead Year after every Tenant's Death grantable by the Tenant in his Life-time, and his Widow enjoys the Estate durante castitate, if not aliened in the Husband's Life-time; the Wife's Goods to remain at her own Disposal, and the Husband's Name to be made use of by the Trustees in suing for the Wife's Debts.

THIS Indenture Tripartite, &c. Between *M. F.* of, &c. Widow and Relict of *E. F.* late of, &c. Gent. deceased of the first Part, *T. S.* of, &c. Gent. of the second Part, and *E. L.* of, &c. *T. B.* of, &c. and *J. B.* of, &c. Gent. of the third Part. **Whereas** *Particular of the Wife's Effects.* the said *M. F.* (*the Wife*) is now possessed of a considerable personal Estate, consisting of Monies, Debts owing by Bonds and Securities, and otherwise, above the Amount or Value of — and of divers Goods, Chattels and Household Stuff, contained and expressed in the Schedule or Inventory thereof hereunto annexed: **And whereas** the said *T. S.* (*the intended Husband*) is now *The Husband's Estate.* seised and in Possession of a Copyhold Estate, of and in certain Lands and Tenements (for the Term of his Life) lying and being within the Manor of, &c. of the yearly Value of — or thereabouts, by Copy of Court-Roll and Grant of the said Copyhold Premises by, &c. (*the Lord of the Manor his Steward, and the Day whereon the Court was held*) and unto which said Copyhold Premises, (according to the Custom of the said Manor) there is a dead Year belonging after the *Dead Year.* Death of the Tenant thereof, dying seised in Possession at the Disposal of such Tenant in his Life-time, or else to be enjoyed by his Executors or Administrators: **And whereas** also by the Custom of the said Manor, the Wife of such Tenant, if she shall happen to survive him, is to have, hold and enjoy the said Copyhold Estate during her Widowhood, *Durante Castitate.* keeping herself chaste: **And whereas** a Marriage is shortly intended (by God's Permission) to be had and solemnized between the said *T. S.* and *M. F.* It is concluded, declared and agreed by and between all the said Parties to these Presents, and the said *T. S.* for himself, his Heirs, Executors and Administrators, doth covenant, promise and grant, to and with the said *E. L.* &c. *Covenant that the Husband shall not surrender to the Wife's Prejudice.* (*The Trustees*) and to and with every of them, their and every of their Executors and Administrators, that he the said *T. S.* shall not, nor will surrender, yield up or make void the said Copyhold Estate, whereby she the said *M.* shall or may be defeated of her Widow's Estate of and in the same Copyhold Premises, after the Death of him the said *T. S.* if the said Marriage takes Effect, in case she shall survive him; *The Husband to intermeddle with no more of the Wife's Personal Estate then a certain Sum.* And also the said *T. S.* doth hereby give and grant to the said (*the Trustees*) the dead Year of the said Copyhold Premises, to hold to them and the Survivor of them, from and immediately after the Death of him the said *T. S.* in Trust for her the said *M.* in case the said Marriage takes Effect, and she shall survive him the said *T. S.* **And** the said *T. S.* doth also covenant, grant and agree to and with the said (*the Trustees*) and to and with every of them, their and every of their Executors and Administrators, by these Presents, that he the said *T. S.* his Executors, Administrators and Assigns, shall not intermeddle with, claim, take or dispose of any of the aforesaid Personal Estate, Money, Goods and Chattels of the said *M.* his intended Wife, other than and except only the Sum of — in Money, and no more, as a full Marriage Portion to him the said *T. S.* with the said *M.* his intended Wife, in case the said Marriage shall take Effect; (*Power for the Wife to dispose by Will; vide third Settlement before Marriage*); **And** the said *M. F.* by and with the Consent and Approbation of the said *T. S.* her intended Husband, and in Consideration of the Sum of 5 s. of, &c. she the said *M. F.* hath given, granted, bargained and sold, and by these Presents **Doth** give, grant, bargain, sell and deliver unto the said (*the Trustees*) their Executors, Administrators and Assigns, **All** and singular the said Goods, Chattels and Implements of Household; **To have and to hold** to them the said (*the Trustees*) their Executors, Administrators and Assigns for ever. **And** the said *T. S.* for himself, his Heirs, Executors and Administrators, doth covenant, promise and grant to and with the said (*the Trustees*) and to and with every of them, their and every of their Executors and Administrators, *Trustees may make Use of the Husband's Name to sue for the Wife's Debts.* **That whereas** she the said *M.* hath divers Sums of Money due and owing unto her upon Bonds, Specialties, and other Securities, to the Amount of the Sum of — and above, that for the Recovery of the said Debts (if need require) he the said *T. S.* shall and will permit and suffer the said Trustees, or any Attorney or Attornies by their Appointment, in the Name or Names of them the said *T. S.* and *M.* his Wife, in case the said Marriage shall take Effect, to commence Suit and prosecute Actions against all and every the Person or Persons, as Occasion shall require, for all, every or any the said Monies and Debts that are now owing to the said *M.* *The Husband not to release Actions, &c.* **And** that he the said *T. S.* shall justify and maintain all such Actions and Suits, and shall not release, compound or discharge the same, or any Judgment or Judgments, Execution or Executions thereupon to be had or obtained without the Consent of them the said Trustees, but shall suffer and permit the said Trustees to receive the same Debts and

Settlements concerning Marriage.

What shall be
received to be
at the Wife's
Disposal.

One not to be
charged with
the other's
Debts.

Trustees to
pay the Wife's
Debts out of
the Personal
Estate.

and Sums of Money, and every Part thereof, and all and every other Sum and Sums above the Sum of — and to preserve or dispose of the same, according to the said Trust in them reposed by her the said *M.* as aforesaid; and that she the said *M.* shall have full Power of the Disposal and Ordering thereof to any Person or Persons, without any Threats, Controul or Contradiction of him the said *T. S.* to hinder or deter her therefrom. And it is further agreed by and between the said *T. S.* and *M. F.* that neither of them, nor either of their Estates shall be charged or chargeable, with the Debts or Engagements of the other of them, due, owing or payable before the Date of these Presents; And to that End the said *T. S.* doth covenant, promise and grant to and with the said Trustees above named, and to and with each and every of them, that he will pay and discharge all his own proper and particular Debts, or which he is bound for or stands chargeable with, to any Person or Persons, out of his own particular and peculiar Estate, without having or desiring any Part of the Personal Estate of the said *M.* other than the said Sum of — before mentioned; And also the said *M. F.* doth hereby covenant and agree, that in case the said *T. S.* after the said intended Marriage shall take Effect and be solemnized, shall be sued or molested for any of the proper Debt or Debts of her the said *M.* contracted or owing by her before the Solemnization of the said intended Marriage, or for any Legacy or Legacies which she is in any wise chargeable or liable to pay to any Person or Persons, that then the said Trustees shall have Power and Authority hereby to pay and discharge the said Debts and Legacies which she the said *M.* is so chargeable or liable to pay out of any her now proper Estate, other than the aforesaid Sum of — and in so doing, the said Trustees shall be discharged of any other Account thereof to be given to the said *M.* or to the said *T. S.* after the Solemnization of the said intended Marriage; And the said Trustees, and each and every of them, do and doth for him and themselves respectively hereby covenant, promise and declare to and with the said *T. S.* and *M.* his intended Wife, that they will observe and perform the Trusts hereby in them reposed, according to the true Intent and Meaning of these Presents; And do hereby covenant each of them with the other of them respectively, not to act or do any Thing in or touching the Premises, without the Consent and Concurrence of all of them in that Behalf. In Witness, &c.

Settlements after Marriage.

A Settlement after Marriage reciting in Part the Marriage Articles, whereby the Husband releases certain Manors, Lands, Mansion-House, &c. to Trustees, subject to the Trusts therein declared, and for securing a Jointure of 2000 l. per Ann. to the Wife, and assigns certain Leasehold Estates and Exchequer Annuities as a Collateral Security for the Purposes therein mentioned.

Recital of
Marriage
Articles

Lease for a
Year awarded.

The usual
Words in

T H I S Indenture Quinquepartite, &c. Between the Right Honourable *T.* Earl of *S.* Viscount, &c. and the Right Honourable *A.* Countess of *S.* his Wife, of the first Part, *F. E.* of, &c. of the second Part, the Right Honourable *A.* Lord *B.* and *W. J.* of the third Part, *H. S.* of the fourth Part, and *A. B.* of the fifth Part, Witnesseth, that for and in Consideration of a Marriage already had and solemnized between the said Earl of *S.* and *A.* Countess of *S.* his Wife and of a Considerable Portion which the said *T.* Earl of *S.* hath had or became intitled unto in Right of the said Countess, upon and after the said Marriage; and in Pursuance and Part of Performance of certain Articles of Agreement, bearing Date, &c. and made between the said Earl of *S.* of the one Part, and Sir *H. J.* of, &c. and Dame *A. R.* Widow (since deceased) and the said Countess of *S.* by her then Name and Stile or Title of *A. J.* Spinster, of the other Part; and for the settling and conveying of the several Manors, &c. to the several Intents, &c. hereafter expressed and for 10 s. to the said Earl of *S.* paid by the said Lord *B.* and *W. J.* (the Trustees) and for other Considerations, &c. the said Earl of *S.* hath granted, released and confirmed, and by, &c. unto the said Lord *B.* and *W. J.* (in their actual Possession now being, by Virtue of a Bargain and Sale to them thereof made by the said Earl of *S.* for one whole Year, for the Consideration of 5 s. of, &c. by Indenture bearing Date the Day next before, &c. and made between the said Earl of *S.* and *F. E.* of the one Part, and the said Lord *B.* and *W. J.* of the other Part, and by Force of the Statute, &c.) and to their Heirs, all that the Manor, &c. all, which said Manor, &c. were lately sold and conveyed by *H. C.* Esq; unto and to the Use of the said Earl of *S.* also the Manor of *A.* also that Mansion-House, &c. and also all and every the Messuages, &c. (*general Words* &c.) to the said Manors, Capital Messuages, &c. belonging, and the reversion, &c. and all the Estates, &c. To have and to hold to the said Lord *B.* and *W. J.* their Heirs and Assigns for ever, to and for the several Uses, &c. after limited, expressed and declared of and concerning the same: And this Indenture further witnesseth, that for the Considerations aforesaid, and in further Pursuance

and

and Part of Performance of the said Marriage Articles, and for settling, &c. and for 10 s. &c. other Settlements. and for other good Considerations, &c. them the said T. Earl of S. and F. E. thereunto moving, the said F. E. by the Direction and Appointment, and at the special Instance and Request of the said Earl of S. testified, &c. and also the said Earl of S. have, and each of them hath granted, released and conveyed, and by these Presents Do, and each of them the said T. Earl of S. and F. E. Doth, &c. unto the said Lord B. and W. J. (in their actual Possession now being, by Virtue of the said Indenture of Bargain and Sale herein before mentioned to bear Date the Day next before the Day of the Date of these Presents as aforesaid) and to their Heirs, All that the Manor of C. B. cum pertinentiis, &c. and all other the Messuages, &c. of the said Earl of S. in, &c. and also all and every the Messuages, &c. (general Words, &c.) to the said last named belonging, and the Reversion, &c. and all the Estate, &c. of the said Earl and F. E. of, in, or to the said last Premises. (Covenant from F. E. with Lord B. and W. J. that he hath done no Act to incumber. Vide Tit. Covenants.) And it is hereby agreed and declared by and between all the said Parties to these Presents, and it is the true Intent and Meaning of these Presents, and of all the Parties hereunto, that all and singular the said Manor and Premises hereby granted, released and conveyed; or mentioned or intended so to be by the said Earl of S. and by the said F. E. severally and respectively shall be and remain, and the Conveyance and Conveyances hereby made, shall be and enure to the several Uses, Intents and Purposes, and subject to and under the several Provisoes, Trusts, Limitations, Powers and Agreements herein after expressed, limited declared and appointed of and concerning the same, viz. As to said Mansion-House, &c. To the Use of said A. and B. (the Trustees) their Executors, &c. for and during, and unto the full End and Term of 1000 Years, from thenceforth next ensuing and fully to be compleat and ended, sans Waste, upon the several Trusts, &c. after mentioned concerning the same Term; And as to, for, &c. (another Estate) To the Use of the said A. and B. their Executors, &c. for 1500 Years from thenceforth, &c. sans Waste, upon the Trusts, &c. And also the said Mansion-House, &c. subject to the said Term of 1000 Years, and the Trusts thereof, And also as to the said Manor, &c. and Premises, subject to the said Term of 1500 Years, and the Trusts thereof; And also as to all and singular the said Manors, &c. in the County of Y. and L. To the Use of said T. Earl of S. and his Assigns, for and during the Term of his natural Life, without Impeachment of or for any Manner of Waste, and with full Power to do and commit Waste, (other than voluntary Waste in pulling down Houses without rebuilding the same); and from and after the Determination of that Estate, To the Use of said Lord B. and W. J. and their Heirs, to preserve Contingent Remainders, &c. (Vide general Words in Settlements); And from and immediately after his Decease, Then as to, for and concerning the said Mansion-House, &c. To the Use of the said A. Countess of S. for Life, &c. And as to said Manors, &c. in the County of Y. and L. (other than except the said Capital Messuage, &c. at S.) from and after the Decease of the said Earl of S. To the Use of said H. S. and F. E. &c. for 500 Years, Upon the Trusts, and to and for the Intents and Purposes, and Subject to the Proviso and Agreement hereafter, &c. And from and after the Expiration or other sooner Determination of the said Term of 500 Years, and subject thereunto; Then as to the same Premises, And also as to, for, &c. (the other Estate) from and after the Decease of the said Earl of S. and subject to the said Term of 1500 Years therein, To the Use of the said Lord B. and W. J. their Executors, &c. for 600 Years, Upon the Trusts, &c. and subject to the Proviso and Agreement, &c. and from and after the Expiration or other sooner Determination of the said Term of 600 Years, and subject thereunto; Then as to the same Premises comprised in the said Term of 600 Years, and as to, &c. said Capital Messuages, &c. in S. after the Death of the said Earl, and also as to the said Mansion-House in, &c. from and after the Death of the said Earl and Countess, subject to the Term of 1000 Years therein, To the Use of first second, and other Sons of said Earl by the Countess in Tail Male; and for Default of such Issue, &c. And as to all said Manors and Premises, (other than and except the said Capital Messuage, &c. at S. and other than and except the Premises in N. and other than and except the said Mansion-House, &c. To the Use of said Lord B. and W. J. their Executors, &c. for 700 Years, Upon the Trusts, &c. after mentioned concerning the same Term; and after Determination of the said Term of 700 Years, Then as to Premises comprised in the same Term, and as to said Capital Messuages in S. and as to said Mansion-House in, &c. and said Manor, &c. in N. in Default of such Issue Male by the said Earl on said Countess, &c. To the Use of the said Earl of S. and the Heirs Male of his Body; and in Default of such Heirs Male of the Body of the said Earl of S. To the Use of P. W. Esq; (Brother of the said Earl) for Life sans Waste, (other than voluntary, &c. as before); Remainder to the said Lord B. and W. J. &c. to preserve Contingent Uses, &c. Remainder to the said W. eldest Son of said P. for Life, sans Waste, &c. as before; Remainder to the said Lord B. and W. J. to preserve Contingent Remainders; Remainder to the Use of the first, second, and other Sons of said W. W. in Tail Male; Remainder to G. W. (second Son of the said P.) for Life, &c. sans Waste, &c. as before; Remainder to said Lord B. and W. J. &c. to preserve Contingent Uses, &c. Remainder to the first and other Sons of the said G. in

1000 Years Term.

1500 Years Term.

To the Use of the Husband for Life sans Waste. Remainder to Trustees to preserve Contingent Remainders. Uses.

Uses and Remainder.

Tail Male; *Remainder* to the third Son of the Body of the said *W. P.* to be begotten, and the Heirs Male of the Body of such their Son lawfully issuing; and for Default of such Issue, **To the Use** and Behoof of the fourth, fifth, sixth, and all and every Son and Sons of the Body of the said *P. W.* lawfully to be begotten, severally, successively, and in Remainder one after another, as they and every of them shall be in Seniority of Age and Priority of Birth, and of the several and respective Heirs Male of the Body and Bodies of all and every such Son and Sons lawfully issuing; the Elder of the same Sons, and the Heirs Male of his Body issuing, being always preferred and to take Place before the younger of the same Sons and the Heirs Male of his and their Body and Bodies issuing; and in Default of such Issue, **To the only Use** and Behoof of the said *T. Earl of S.* his Heirs and Assigns for ever: **Provided** always, and it is hereby agreed, &c. (*Vide Power to grant Leases in the first Settlement before Marriage*); *And as to*, for and concerning the same Term and Estate for 500 Years limited to them the said *H. S.* and *F. E.* their Executors, Administrators and Assigns as aforesaid, it is hereby declared by all the said Parties to these Presents, that the same Estate and Term is so to them limited as aforesaid, **Upon Trust and Confidence**, and to the Intent that the said *H. S.* and *F. E.* and the Survivor of them, and the Executors, Administrators and Assigns of such Survivor, shall and do in the first Place, and previous to any other Payment, by and out of the Rents, Issues and Profits of the said Manors, Graveship, Balywick, &c. comprised in the said Term of 500 Years, raise for and pay unto the said *A. Countess of S.* and her Assigns, from and after the Decease of the said *T. Earl of S.* in case she the said Countess shall happen to survive the said Earl, yearly and every Year, for and during the Term of her natural Life, *The Annuity* or yearly Rent or Sum of 2000 *l.* of lawful Money of *G. B.* at or upon the two most usual Feasts or Days of Payment in the Year; (that is to say) &c. by even and equal Portions, free and clear and discharged, &c. (*clear of all Deductions, as in the former Settlements*); the first of the said Payments to begin and be made on such of the Feasts or Days of Payment as shall next happen after the Decease of the said Earl of *S.* which said Annuity or yearly Rent or Sum of 2000 *l.* herein before limited and appointed to be paid to the said Countess of *S.* as aforesaid, and further secured to her by the said Marriage Articles, is hereby limited, intended and accepted, as and for the Jointure of the said *A. Countess of S.* and in full Satisfaction and Recompence, Lieu and Bar of all Dower and Thirds at Common Law, which she shall or may have or claim, of, in, unto or out of any Manors, Messuages, Lands, Tenements or Hereditaments whatsoever, whereof the said *T. Earl of S.* is or any Time hereafter shall be seised of any Estate of Inheritance, at any Time during the Coverture between him and the said Countess: **Provided** always, *And* it is hereby declared, that in case the said *A. Countess of S.* shall happen to depart this Life before the said *T. Earl of S.* her Husband, or in case she shall survive the said Earl, that then immediately after her Decease, and the actual Payment and Satisfaction of all the Arrears of the said Annuity or Yearly Rent or Sum of 2000 *l.* which shall be due and owing to the said Countess of *S.* at the Time of her Decease, and likewise of the Costs and Charges of the Trustees of the said Term and Estate for 500 Years, in case they or either of them shall expend or be put to any such Costs or Charges, the said Term and Estate for 500 Years shall after the Death of the said *A. Countess of S.* and not before, cease, determine, and be utterly void, to all Intents and Purposes; any Thing herein before contained to the contrary notwithstanding; and as touching and concerning the said Term and Estate for 600 Years limited to them the said Lord *B.* and *W. J.* their Executors, Administrators and Assigns as aforesaid, *It is* hereby declared by all the said Parties to these Presents, that the Estate and Term is so to them limited as aforesaid, **Upon Trust**, that in case the said *T. Earl of S.* shall happen to have an Heir Male of his Body begotten on the Body of the said *A. Countess of S.* his Wife, and any other Child or Children by her, be they Son or Sons, Daughter or Daughters, born or to be born at the Time of or after his Decease, that then he the said *T. Earl of S.* if he shall think fit, shall be impowered and shall have full Power, Liberty and Authority, by any Writing under his Hand and Seal, to be attested by two or more credible Witnesses, to charge the same, or any Part thereof, and raise thereout, or any Part thereof, any Sum not exceeding 4000 *l.* a-piece, to and for any Daughter or younger Son of the said Earl, by the said Countess begotten, or to be begotten, or any Annuity not exceeding 200 *l.* per Ann. a piece, to or for any such younger Son or younger Sons for the Life or Lives of such younger Son or Sons, and to be paid to him, her, or them, in such Manner, and at such Days and Times, and by such Proportions, as the said Earl shall by such Writing direct and appoint; *And as to*, for and concerning the said Term and Estate for 700 Years, limited to them the said Lord *B.* and *W. J.* their Executors, Administrators and Assigns as aforesaid, *It is* hereby declared by all the said Parties to these Presents, that the same Estate and Term is so to them limited, as aforesaid, **Upon Trust**, that in case there shall be a Son of the Body of the said *T. Earl of S.* begotten on the Body of the said *A. Countess of S.* his Wife, born in the Life-time of the said *E. S.* or after his Decease, or if there shall be any such Son or Sons, and that all and every the same Son and Sons shall

The Countess's Jointure

in Bar of Dower.

The 500 Years Term to be void on Payment of all Arrears of Jointure after the Countess's Death and Trustees Charges.

The Trust of the 600 Years Term to raise Portions for younger Children.

The Trust of the 700 Years Term.

happen to die without Heir Male of their respective Bodies, before any such Son shall attain to the Age of 21 Years; and that in either of the same Cases there shall happen to be more than one Daughter or Daughters of the Body, &c. (Vide *Power to sell, &c. for raising Daughters Portions, as in the first Settlement before Marriage*): And also that in case all the said Daughters shall happen to die, &c. (their Portions to sink into the Inheritance. Vide *the sixth Settlement before Marriage*): And upon further Trust, that they the said Lord B. and W. J. and the Survivor of them, his Executors, Administrators and Assigns, by and out of the Rents, Issues and Profits of the said Premises, so limited to them for the said Term of 700 Years as aforesaid, do and shall raise, levy and pay such yearly Sum and Sums of Money, as to them, or the Survivor of them, or the Executors or Administrators of such Survivor, shall seem meet, for the Maintenance and Education of such Daughter and Daughters respectively, not exceeding in the Whole — *per Cent. per Ann.* for such Sum and Sums of Money, as such Daughter or Daughters shall be intitled to for her or their respective Portion or Portions, until their respective Portions shall become payable by Virtue of these Presents; and the same yearly Maintenance to be paid to such Daughter and Daughters at the four most usual Feasts or Days of Payment in the Year, by even and equal Portions, clear of all Taxes and Charges; the first Quarter's Payment thereof to be made to them respectively, at such of the said Feasts or Quarter-Days as shall next happen after the Decease of the said T. Earl of S. and Failure of such Issue Male as aforesaid: **Provided always**, that if any such one Daughter or Daughters, &c. (See *Proviso if Sons and Daughters advanced in their Father's Life-time, in the first Settlement before Marriage*): **Provided also**, that if any Person or Persons, to whom the next and immediate Estate for the Time being, expectant upon the Determination of the said Term of 700 Years of and in the Premises, shall by Virtue hereof appertain, shall pay or otherwise well and sufficiently secure to be paid to the said Daughter or Daughters the said Portion and Portions, and yearly Sum or Sums, for Maintenance as aforesaid, or so much thereof as shall not be then raised as aforesaid; or if at the Time of such Failure of all such Issue Male of the Body of the said T. Earl of S. on the Body of the said A. Countess of S. his Wife, there shall happen to be no such Daughter of their Bodies between them begotten, nor any such Daughter to be born alive, or there being such, all of them shall happen to die before Marriage and before their respective Ages of 21 Years; or in Case all and every the Trusts herein before declared of and concerning the said Term of 700 Years, shall in and by all Things be fully performed, according to the true Intent and Meaning of these Presents, and that the Trustees Charges of the Execution of the said Trusts shall be unto them fully satisfied; then in any of the said Cases respectively happening, the said Term of 700 Years of and in the said Premises, whereof the same Term is limited in Use as aforesaid, or in so much thereof as shall remain unfold and undisposed of for the Purposes aforesaid, shall from thenceforth cease, determine and be utterly void, to all Intents and Purposes, as if it had run out and expired by Effluence of Time; any Thing therein contained to the contrary thereof in any wise notwithstanding: *And as touching* and concerning the said Term and Estate for 1000 Years, limited to them the said — their Executors, Administrators and Assigns, as aforesaid, **It is** hereby declared by all the said Parties to these Presents, that the same Estate and Term is so to them limited as aforesaid, **Upon Trust** that they the said (the Trustees) or the Survivor of them, his Executors, Administrators or Assigns, shall and may, by and with the Direction and Appointment of the said T. Earl of S. under his Hand and Seal in Writing attested by two or more credible Witnesses, by one or more Mortgage or Mortgages, Under-Lease or Under-Leases of the Premises comprised in the said Term of 1000 Years or of any Part thereof, raise or secure any Sum or Sums not exceeding in the Whole 2500 *l.* Principal Money, for the proper Use of the said T. Earl of S. the said Term of 1000 Years, and the Premises therein comprised, being to be liable to the Payment of the said 2500 *l.* and all Interest which shall grow due for the same; **And** as touching and concerning the said Term and Estate for 1500 Years, limited to them the said — (the other Trustees) their Executors, Administrators and Assigns as aforesaid, it is hereby declared by all the said Parties to these Presents, that the same Estate and Term is so to them limited as aforesaid, **Upon Trust** that they the said — or the Survivor of them, his Executors, Administrators or Assigns, shall and may, by and with the Direction and Appointment of the said T. Earl of S. &c. (verbatim as next above): **Provided always**, &c. (Trustees not answerable for each other's Default, and to be reimbursed. Vide *first Settlement before Marriage*): **Provided always**, and it is hereby declared and agreed by and between all the said Parties to these Presents, and the true Intent and Meaning of these Presents and the Parties to the same is, and these Presents are to the Use and Intent, that it shall and may be lawful to and for the said T. Earl of S. in Case he shall happen to survive and outlive the said A. Countess of S. his Wife, by any Deed or Deeds, Writing or Writings, under his Hand and Seal, attested by two or more credible Witnesses, to grant, assign, limit or appoint any Part or Parts of the said Manors, Messuages, &c. hereby conveyed and settled, not exceeding

Trustees to raise what Sums they shall think meet for Daughters Maintenances.

Payable Quarterly.

The 700 Years Term to be void when the Trusts thereof are preformed, and Trustees paid their Charges in the Execution.

Trusts of the 1000 Years Term.

To raise 2500 *l.* for the said Earl's private Use.

The Trust of the 1500 Years Term to raise 8000 *l.* for the Earl's Use.

Power to make a jointure on any future Wife.

ing 1000*l.* *per Ann.* unto any Woman or Women respectively, which he the said *T.* Earl of *S.* after the Death of the said *A.* Countess of *S.* his Wife, shall happen to marry or take to Wife, either before or after such Intermarriage or Marriages, for the Life or Lives of such Woman and Women successively, for her or their Jointure or Jointures respectively; **Subject nevertheless** to such Leases as shall happen to be thereof made, by Virtue of the Power herein contained. (*Vide Covenants, free from Incumbrances; right to convey, and for further Assurance, in the first Marriage Settlement*): **And whereas** his late Majesty, by his Indenture of Lease under the Great Seal, bearing Date, &c. made between his said late Majesty of the one Part, and the said *T.* Earl of *S.* of the other Part, did, for the Considerations therein mentioned, grant, demise and to Farm let unto the said Earl of *S.* his Executors, &c. all the Benefit, &c. of the Fines passed in the Court of Common Pleas, for or in respect of 48 Years, and of a Fishery, Profits of Courts and Market, for 99 Years. **Now this Indenture further witnesseth**, that for the considerations aforesaid, and in further Pursuance and Performance of the said Articles of Agreement made before the said Marriage as aforesaid, and in Consideration of 5*s.* of, &c. to the said Earl paid, &c. by the said *A.* Lord *B.* and *W.* *J.* (*the Trustees*) at or, &c. the Receipt, &c. he the said Earl hath bargained, sold, assigned and set over, and by, &c. (*to said two Trustees*) all the said Fines, &c. and the said Fishery, &c. and the Reversion, &c. and all the Estate, &c. **To have and to hold** the said several and respective Leasehold Premises hereby assigned, or mentioned or intended to be hereby assigned, and every Part and Parcel thereof, with the Appurtenances, unto (*the two Trustees*) their Executors, &c. from henceforth, for and during all the Rest and Residue of the said several and respective Terms of 48 Years and 99 Years therein respectively yet to come and unexpired, and for and during any and every other Term or Terms of Years which he the said Earl hath or is intitled unto in the said several and respective Leasehold Premises, or any Part or Parcels thereof; **Subject nevertheless** to the several Trusts, and to the Intents and Purposes herein after expressed, limited and declared concerning the same: **And whereas** the said Earl hath assigned and transferred unto the said *A.* Lord *B.* and *W.* *J.* their Executors, &c. the several Annuities herein after mentioned, payable out of his Majesty's Exchequer, (for the Residue of several Terms for 99 Years) amounting together to the Sum of 400*l.* *per Ann.* viz. &c. (*the Particulars*): **Now this Indenture further witnesseth**, and it is hereby declared by and between, &c. that the said several Assignments so made by the said Earl of *S.* to the said (*the Trustees*), their Executors, &c. as aforesaid, of the said several and respective Leasehold Premises, and of the said several and respective Annuities, amounting together to the Sum of 400*l.* *per Ann.* as aforesaid, are upon the several Trusts, and to the Intents and Purposes herein after expressed, limited and declared concerning the same respectively, viz. **In Trust** that they the said *A.* Lord *B.* and *W.* *J.* and the Survivor of them, his Executors, &c. shall stand possessed of the said several and respective Leasehold Premises, and of the said Exchequer Annuities, amounting to 400*l.* *per Ann.* **In Trust** for the Benefit of the said Earl of *S.* and his Assigns, for and during so many Years of the said several and respective Terms of forty-eight Years, and ninety-nine Years, as he the said Earl of *S.* shall happen to live; and from and immediately after his Decease, in Case he shall die within the same several and respective Terms, or any of them, then as to the said Leasehold Premises in, &c. comprised in the said Indenture of Lease, dated, &c. **In Trust** in the first Place, for the better securing of the Raising and Payment of the said Annuity or yearly Rent or Sum of 2000*l.* to and for the said *A.* Countess of *S.* for and during her natural Life for her Jointure, as aforesaid, according to the true Intent and Meaning of these Presents; **And in the next Place**, for better securing the Raising and Payment of any Sum not exceeding 4000*l.* a-piece, to and for any Daughter or younger Son of the said Earl of *S.* by the said Countess, or any Annuities not exceeding 200*l.* *per Ann.* a-piece, to or for any younger Son or younger Sons of the said Earl of *S.* by the said Countess, for the Life or Lives of such younger Son and Sons, and to be paid to him, her or them, in such Manner, and at such Days and Times, and by such Proportions, as the said Earl of *S.* shall by such Writing under his Hand and Seal, attested as aforesaid, direct or appoint, and subject as aforesaid, as to the same Leasehold Premises; **And also** as to all other the said Leasehold Premises herein before mentioned, and the said Exchequer Annuities, amounting to 400*l.* *per Ann.* from and after the Decease of the said *T.* Earl of *S.* **In Trust** for the first Son of the Body of the said *T.* Earl of *S.* begotten or to be begotten upon the Body of the said *A.* Countess of *S.* until such first Son shall arrive to the Age of 21 Years; and in case such first Son shall arrive to the Age of 21 Years, then **In Trust** for such first Son, his Executors, Administrators and Assigns, for and during the full Rest and Residue of the same several and respective Terms of 48 Years, and 99 Years; but in Case such first Son shall die within the Age of 21 Years, then **In Trust** for the second Son of the Body, &c. (*and so on as to the first*) then to the third, fourth Sons, as in, &c. (*Vide Tit. Limitations of Uses and Trusts*, p. 456) Remainder to *W. W.* &c. **Provided** always, that in Case any of such

subject to
Leases.

Recital of a
Demise from
the Crown to
the Earl, of
the Benefit of
Post-Fines for
48 Years, and
of a Fishery,
Profits of
Courts and
Market, for
99 Years.
Assignment of
Post-Fines and
Fishery, &c.
to the Tru-
stees.

Uses of Lease-
hold Premises
and Annuities,

to the Use of
said Earl for
Life,

then to secure
the Countess's
Jointure as
collateral;
then for se-
curing
younger
Children's
Portions;

Remainder to
the first Son,
&c.

To the eldest
Son,

Son

Son or Sons shall arrive to the Age of 21 Years, then **In Trust**, and to the Intent and Purpose, that the full, intire and absolute Interest of the same several and respective Terms of 48 Years, and 99 Years, shall vest in such of the said Sons as shall first arrive to the Age of 21 Years, and shall go to the Executors, Administrators and Assigns of such Son that shall first arrive to the said Age of 21 Years, during the Residue of the said several and respective Terms of 48 Years, 99 Years, and 99 Years; and that then and in such Case the Limitation over to the said younger Sons and subsequent Issue Male shall be void and of no Effect; and for want of such Issue Male of the said *T. Earl of S.* on the Body of the said *A. Countess of S.* his Wife begotten or to be begotten, which shall arrive to the Age of 21 Years, then as to the said Leasehold Premises comprised in the said Indenture of Lease, &c. **In Trust** for the better securing the Raising and Payment of the said Sum of 20,000 *l.* for Daughters Portions as aforesaid, in Case the same shall ever become due and payable by Virtue of these Presents; and for the better securing the Raising and Payment of such yearly Sum and Sums of Money, as to the said *(the Trustees)* or the Survivor of them, or the Executors or Administrators of such Survivor, shall seem meet as aforesaid, for the Maintenance and Education of such Daughter and Daughters respectively, not exceeding in the Whole the Sum of — *per Cent. per Ann.* for such Sum and Sums of Money as the said Daughter or Daughters shall be intitled to, and for her or their Portion or Portions, according to the true Intent and Meaning of these Presents, *And subject* as aforesaid, *As to* the same Leasehold Premises in the County of *L.* comprised in the said Indenture of Lease, dated, &c. and also as to the said other Leasehold Premises herein before mentioned, and the said Exchequer Annuities, amounting to 400 *l. per Ann.* in Default of Issue Male of the said *T. Earl of S.* on the Body of the said *A. Countess of S.* his Wife begotten or to be begotten, which shall arrive to the Age of 21 Years, then **In Trust** for the only Benefit of the first Son of the Body of the said *T. Earl of S.* by any Wife that he the said Earl shall after marry, until such Son shall attain to the Age of 21 Years; and after such Son shall attain the said Age of 21 Years, then **In Trust** for such Son, his Executors and Administrators, for the Residue of the said several and respective Terms of, &c. *(as before)*; and in Default of such Son of the said Earl of *S.* that shall attain to the said Age of 21 Years, then **In Trust** for the Benefit of the said *P. W.* and his Assigns, for and during so many Years of the said several and respective Terms of, &c. as he the said *P. W.* shall happen to live; and from and immediately after his Decease, in Case he shall die within the same several and respective Terms, or any of them, then **In Trust** for the Benefit of the said *W. W.* &c. in like Manner, *(afterwards to his first Son, as before in the Earl's contingent Remainders)*; but in Case such first Son shall die within the Age of 21 Years, then **In Trust** for the second, &c. *(Vide Limitations of Uses and Trusts, p. 456.)* **Provided**, &c. *The like Proviso as in the Earl's before*; and for want of such Issue Male of the Body of the said *W. W.* to be begotten, then **In Trust** and for the only Benefit of the said *T. Earl of S.* his Executors and Administrators, for the Rest, Residue and Remainder of the said several and respective Terms of 48 Years, 99 Years, and 99 Years: **And** the said *T. Earl of S.* doth hereby for himself, his Heirs, Executors and Administrators, Leases when covenant, promise and agree, to and with the said *(the Trustees)* their Executors, &c. that all Renewals which shall hereafter be made of the said several and respective Leases so granted unto the said *T. Earl of S.* by the said several in Part recited Indentures of Lease as aforesaid, shall be subject to the same Trusts as are herein before declared concerning the same Premises: *fore.* He further covenants with the same Trustees, that notwithstanding any Act, &c. *(That the Leases are valid, &c. hath good Right to assign; hath done no Incumbrance; and for further Assurance, ut antea; vide first Marriage Settlement.)* **And whereas** in and by the said Marriage Articles the said *T. Earl of S.* is obliged to assign, transfer and set over 500 *l.* issuing and payable out of his Majesty's Exchequer, for the Remainder of the Term of 99 Years, upon the Trusts, and to the Intents and Purposes, herein before and in the said Marriage Articles mentioned and expressed: **And** in Regard the said *T. Earl of S.* has no more than the said Annuities, amounting to 400 *l. per Ann.* hereby assigned and transferred as aforesaid, therefore he the said *T. Earl of S.* for himself, his Heirs, &c. doth covenant, &c. with the same two Trustees, their Executors, &c. that he the said Earl, his Heirs, Executors, &c. shall and will within — next ensuing the Date of these Presents, at his or their own Costs and Charges, purchase one or more Annuity or Annuities, amounting to 100 *l. per Ann.* payable out of his Majesty's Exchequer, for the Residue of a certain Term of 99 Years; and shall and will well and sufficiently assign and transfer the same Annuity or Annuities of 100 *l. per Ann.* to the same Trustees, their Executors, &c. upon the same Trusts, and to the same Intents and Purposes, as are herein before expressed, limited and declared of and concerning the said several Annuities, amounting to 400 *l.* herein before mentioned. **In Witness, &c.**

to secure
20,000 *l.* for
Daughters
Portions;

then to secure
Daughters
Mainte-
nances.

To the Use of
the first Son,
and of an after-
taken Wife,
Remainder to
R. P.

renewed, to
be subject to
the same
Trusts as be-
fore.

Recital of a
Covenant in
Marriage Ar-
ticles.

The Earl
covenants
to purchase
100 *l.* more
Exchequer
Annuities to
make up the
Deficiency,
and to transfer
the same to
the same Uses.

A Settlement after Marriage, reciting the Marriage Articles, and a Revocation of the Uses in the said Articles contained, pursuant to a Power thereby reserved to the Wife; a Covenant from the Husband to pay his Wife's former Husband's Debts.

THIS Indenture Tripartite, made, &c. Between N. L. of, &c. (the Husband) and E. L. Wife, of the first Part, T. C. Esq; and S. H. of, &c. of the second Part, and J. L. of, &c. of the third Part. *Whereas* by Indenture Tripartite, bearing Date, &c. and made or mentioned to be made between the said N. L. of the first Part, the said E. L. of the second Part, and the said T. C. and S. H. of the third Part, *Reciting*, that E. B. (the Wife's Name before Marriage) was possessed of or intitled unto a considerable Estate, consisting of Leases of divers Houses and Lands, and of Money in the publick Funds, and out at Interest upon Bonds, Mortgages, and other Securities, ready Money, Pictures, Jewels, Plate, Household Goods and Debts due by simple Contract, the said E. B. now E. L. in Consideration of a Marriage then intended, and which has since been had and solemnized between her and the said N. L. and for the Considerations therein mentioned, did by and with the Consent and Approbation of the said N. L. grant, bargain and sell, assign, transfer and set over unto the said T. C. and S. H. (the Trustees) their Executors, Administrators and Assigns, all her said Estate and Effects whatsoever which she then was possessed of or intitled unto, to the Uses, Intents and Purposes therein after expressed, (that is to say) *That* they the said T. C. and S. H. should sell and dispose of all such Pictures and Household Goods of the said E. B. over and above what was proper for her necessary Use, and sue for and receive all the Debts due to her, and place the Money arising therefrom out at Interest, upon Government or other Securities, or by Purchase of any Lands of Inheritance, to be settled to the Uses therein mentioned, and suffer the said E. notwithstanding her Coverture, or any Person by her Order and Direction, in Writing under her own Hand and Seal, to receive the Rents, Issues and Profits thereof, and of all the said Estate and Effects to her own separate Use during her Life, and with which the said N. L. was not to intermeddle; and the said E.'s Receipt, notwithstanding her Coverture, was to be a good Discharge for the same; and after her Decease, if she should leave any Issue of that Marriage at her Death, *Then* to permit and suffer the said N. L. to take and receive the Rents, Issues and Profits thereof, during his Life; and after his Decease, *Then* for the said T. C. and S. H. to sell and dispose of all the said Estate and Effects of the said E. and by the Monies arising therefrom to pay to such Child or Children of that Marriage, equally at their respective Ages of 21 Years or Days of Marriage; and for want of such Issue who should attain the Age of 21 Years or Days of Marriage, *Then* the said T. C. and S. H. to permit and suffer such Person or Persons to receive the Sum of 1500 l. Part thereof, as the said E. by her last Will, or other Deed in Writing, notwithstanding her Coverture, should direct and appoint; and for want of such Appointment, *Then* to permit and suffer the said N. L. his Executors, Administrators and Assigns, to receive the Whole of such Money which should be made of the said E.'s Estate and Effects, to his and their own Use; or in Case the said E. should make such Appointment, *Then* to permit the said N. L. his Executors, Administrator and Assigns, to receive and take all the Remainder of the Money and Estate to his and their own proper Use; *In which* said Indenture Tripartite is contained a Proviso, that it should and might be lawful to and for the said E. with the Consent of the said N. L. at any Time after the said Marriage, by any Deed or Deeds in Writing, to make void or revoke all or any of the Uses therein declared, and to appoint such other Use or Uses, or Limitations, touching the Estate of the said E. as to them the said N. L. and E. B. now E. L. should seem meet; as in and by the said recited Indenture Tripartite, Relation being thereunto had, may more fully appear: **Now this Indenture witnesseth**, that in Pursuance of the Power and Authority given and reserved to the said E. L. (the Wife) in and by the said Indenture Tripartite, and of all other Powers and Authorities whatsoever her thereunto enabling, she the said E. L. by and with the Consent and Approbation of the said N. L. testified, &c. **hath** revoked and made void, and by this Deed indented in Writing, **Doth** revoke and make void *All and every* the Uses and Trusts in and by the said recited Indenture limited and declared of and concerning all and every or any of the real and personal Estate and Effects of the said E. L. whereof, wherein or whereunto she was seised, possessed or intitled, immediately before her Intermarriage with the said N. L. and **Doth** hereby (in Pursuance of the Power and Authority given and reserved to her as aforesaid) grant, bargain and sell, assign, limit and appoint the same real and personal Estate and Effects, and every Part thereof, unto the said S. H. and J. L. their Heirs, Executors, Administrators and Assigns, upon the Trusts and to and for the Ends, Intents and Purposes herein after

ment-

mentioned, expressed and declared of and concerning the same respectively : **And it is** hereby agreed and declared, and the said *N. L.* for himself, his Heirs, Executors and Administrators **Doth** hereby covenant and agree to and with the said *S. H.* and *J. L.* their Heirs and Assigns, and the said *E. L.* doth hereby promise and agree that they the said *N. L.* and *E.* his Wife shall and will, sometime before the End of *Michaelmas* Term next ensuing the Date hereof, acknowledge and levy before his Majesty's Justice of the Court of Common Pleas at *Westminster*, in due Form of Law, one Fine **Sur Concessit** unto the said *S. H.* and *J. L.* and their Heirs, or the Heirs of one of them, **Of all** that Frith or Bushet, heretofore a Wood, &c. (*the Parcels*) by such Names and Descriptions to ascertain the same, as shall be thought requisite in that Behalf ; **Whereby** the said *N. L.* and *E.* his Wife shall grant, convey, lease and demise the said Messuage, Farm, Tenement, Lands and Premises unto the said *S. H.* and *J. L.* and their Heirs, or the Heirs of one of them, during the Lives of the *Ceux que Vies* in the same Lease named, and the Life of the longer Liver of them : **And it is** hereby agreed and declared, and the said *E. L.* doth hereby direct and appoint that the said *S. H.* and *J. L.* and their Heirs, or the Heirs of one of them, shall stand and be seised of and in the said Farm, Lands and Premises, in the said Fine to be comprised during the Continuance of the two Lives now remaining in the Lease thereof named, and during the Continuance of any subsequent Lease to be granted of the same Premises upon the Trusts following, that is to say, **Upon Trust** to pay the clear Rent and Profits of the same Premises during the Life of the said *E. L.* unto such Person or Persons as the said *E. L.* shall notwithstanding her Coverture, and whether she shall be sole or Covert, by Writing under her Hand, from Time to Time nominate, direct or appoint ; and in Default of such Direction, Nomination or Appointment, into the proper Hands of the said *E. L.* (*Vide not subject to the Husband's Controul, in the third Settlement before Marriage*) ; and immediately after the Decease of the said *E. L.* the said *S. H.* and *J. L.* their Heirs and Assigns, shall stand seised of the said Messuage, Lands and Premises in the said Lease comprised, with their and every of their Appurtenances, *In Trust* for the said *N. L.* his Heirs and Assigns : **And whereas** the said *N. L.* and *E.* his Wife have laid out the Sum of 1000 *l.* Part of the Effects of the said *E.* in the Purchase of the several Stocks, Funds and Securities herein after mentioned, (that is to say) the Sum of 650 *l.* in the old joint Stock of South-Sea Annuities, and the Sum of 350 *l.* in the Orphanage Stock of the City of *London*, and the same Stocks are transferred to and standing in the Name of the said *S. H.* and *J. L.* **Now this Indenture further witnesseth**, and it is hereby agreed and declared, and the said *S. H.* and *J. L.* by and with the Consent and Approbation of the said *N. L.* and *E.* his Wife, testifying by their executing these Presents, do agree and declare that they the said *S. H.* and *J. L.* their Executors and Administrators shall and will stand and be possessed of and interested in the old South-Sea Annuities Stock, and Orphanage Stock, and all Interest and Dividends attending the same, *In Trust* to sell, transfer, &c. (*Vide Power for Trustees to sell, in third Settlement before Marriage.*) And it is hereby further agreed and declared, that the said *S. H.* and *J. L.* their Executors and Administrators shall stand and be possessed of and interested in all the Jewels, Watches and Trinkets, and other Paraphernalia of and belonging to the said *E. L.* before her Intermarriage with the said *N. L.* and of all the China and Household Linen now in the Possession of the said *N. L.* and *E.* his Wife, or either of them, which were the Property of the said *E.* before such her Intermarriage, *In Trust* to permit the same to be used and worn by, or to be sold and delivered and disposed of unto such Person or Persons as she the said *E. L.* whether Sole or Covert, and notwithstanding her Coverture, shall by any Writing or Writings under her Hand and Seal, or by her last Will and Testament in Writing, or any Writing purporting, or in the Nature of her last Will and Testament, to be respectively executed and attested as aforesaid, nominate, direct and appoint. **And it is** hereby further agreed and declared, that the said *S. H.* and *J. L.* their Executors and Administrators shall stand and be possessed of and interested in all the Plate and Household Goods (except Pictures) now in the Possession or Occupation of the said *N. L.* and *E.* his Wife, which belonged to and was the Property of the said *E.* before such her Intermarriage, *Upon Trust* to permit the same to be divided by the said *J. L.* into two equal Moieties or Shares, and to deliver one equal Moiety or Half-part thereof, to be chosen by the said *E.* unto such Person or Persons as she the said *E.* shall by Writing under her Hand nominate, direct or appoint ; and in Default of such Direction, Nomination or Appointment, into the proper Hands of the said *E.* to the Intent the same may be for her own separate Use, Benefit and Disposition, and may not be subject to the Debts, Disposition or Engagements of the said *N. L.* her Husband, and for which the Receipt of the said *E. L.* or of such Person or Persons as she shall appoint to receive the same, shall effectually discharge the said Trustees, their respective Executors and Administrators ; and also *Upon Trust* to deliver the other Moiety or Half-Part of the said Plate and Household Goods, so to be divided as aforesaid, unto the said *N. L.* to and for his own Use and Benefit : **And it is** hereby further agreed and declared,

Covenant to levy a Fine.

Uses.

Trustees to stand seised in Trust to pay the Rent to the Wife or her Order, during her Life, for her separate Use.

After the Wife's Decease, to the Use of the Husband.

1000 *l.* laid out in South-Sea Annuities and Orphanage Stock, in the Trustees Names.

Trustees to stand seised of the Wife's Paraphernalia,

in Trust for the Wife's Disposal by Will, &c.

The Plate and Household Goods to be divided, one Moiety to the Wife, the other to the Husband.

The Wife to receive an Annuity of 25 *l.* per Annum, if suing out of the Rent of said two Houses, in Case she quits the Possession of one. Trustees to stand seised of two Houses, in Trust for the Husband, and of the Residue of the Goods for the same Trust, if no Trust declared. Husband covenants that he will discharge his Wife's former Husband's Debts.

red, that the said *S. H.* and *J. L.* their Executors and Administrators, shall and will stand and be possessed of and interested in all the two Messuages, &c. upon the Trusts following, (that is to say) **Upon Trust** to permit such of the said Messuages, &c. to be occupied and enjoyed by the said *E. L.* during so many Years as she shall think fit to inhabit and reside in the same, without paying any Rent or Taxes or Repairs for the same; and immediately after she shall leave or depart from or quit the Possession or Occupation thereof, **Then in Trust** out of the Rents and Profits of both the said Houses to pay to the said *E. L.* or unto such Person or Persons as she, notwithstanding her Coverture, shall by any Writing under Hand direct or appoint, an Annuity or yearly Sum of 25 *l.* during so many Years as she shall live, by quarterly Payments at, &c. in every Year; the first Payment thereof to begin and be made at or on such of the said Feasts as shall first and next happen after she shall quit the Possession and Occupation of the Premises hereby agreed and intended to be held and occupied by her as aforesaid; **And also** that the said *S. H.* and *J. L.* their Executors, Administrators and Assigns shall stand and be possessed of and interested in the said two Messuages or Tenements and Premises, with their and every of their Appurtenances, for all the Estate and Terms for Years now subsisting therein respectively (*Subject* to the Trusts herein before declared) **In Trust** for the said *N. L.* his Executors, Administrators and Assigns. **And it is** hereby further agreed and declared, that the said *S. H.* and *J. L.* their Executors and Administrators, shall stand and be possessed of and interested in the Residue and Remainder of the Goods, Chattels, Estate and Effects hereby assigned to and vested or intended to be vested in them as aforesaid, and whereof no Trust is herein before declared, **In Trust** for the said *N. L.* his Executors, Administrators and Assigns, and to and for his and their own Use and Benefit: **And the said N. L.** for himself, his Heirs, Executors and Administrators doth covenant, promise and agree to and with the said *S. H.* and *J. L.* and the Survivor of them, and the Executors and Administrators of such Survivor, that he the said *N. L.* shall and will pay and satisfy all the Debts which were owing by *H. T. B.* the former Household of the said *E.* at the Time of his Death, and which are yet unpaid, and also all the Debts which were owing by the said *E.* at the Time of her Marriage with the said *N.* and which are now unpaid. **In Witness, &c.**

*A Settlement after Marriage, whereby the Husband conveys two Manors, Messuages, &c. cum pertinentiis (Mines excepted) to Trustees for securing the Wife's Jointure, wherein a Term of 500 Years was raised for levying 1000 *l.* and 2500 *l.* for the Wife's own Use, and another Term of 600 Years for raising Daughters Portions, with other Trusts, &c.*

Recital of a Fine and Deed.

The Heads of the recited Deed.

Indenture Quadripartite, &c. Between *N. B.* and *J.* his Wife of the first Part, *G. B.* and *J. V.* of the second Part, *W. J.* and *F. W.* of the third Part, Sir *H. M.* of, &c. Bart. *N. M.* Esq; Son and Heir of the said Sir *H. M.* and *J. L.* of the fourth Part, **Witnesseth,** that in Consideration of the Marriage lately had and solemnized between the said *N. B.* (Party to these Presents) and *J.* his Wife, and in Consideration that she the said *J.* hath, by Fine and by one Indenture *Tripartite* bearing Date, &c. and made between the said *N. B.* and her the said *J.* of the first Part, the said *G. B.* and *J. V.* of the second Part, and *W. J.* and *F. M.* of the third Part, joined in the settling and assuring **All** that her undivided Moiety unto or upon the said *W. J.* and *F. M.* (*the Trustees*) and their Heirs, **In Trust** by Sale thereof to raise Money for the paying off and clearing the Debts therein mentioned, and to or with which the Manors, Lands and Hereditaments herein after granted or released, or any of them, are respectively affected, charged or liable, and the better to enable the said *N. B.* to make the Jointure and Settlement herein after contained, and which is by him and the said *J.* agreed to be made, and for the making such Jointure and Provision of Maintenance or Means of Livelihood for the said *J.* in Lieu and Recompence of her Dower or Thirds at the Common Law, which, if she survives the said *N. B.* (Party to these Presents), she may or might claim of or out of any of the Manors, Lands and Hereditaments of the said *N. B.* (Party to these Presents), and for the Advancement of the Heirs Male of the Body of him the said *N. B.* (Party to these Presents) on the Body of the said *J.* his Wife begotten or to be begotten, and for the raising of Portions and making such Provision for the Daughter or Daughters, younger Son or younger Sons of the said *N. B.* (Party to these Presents) begotten or to be begotten on the Body of the said *J.* his Wife, as are herein after in that Behalf mentioned or expressed, and for the settling of the Manors, &c. herein after mentioned, to the Uses, Intents and Purposes, and subject to and under the Provisoos, Trusts, Limitations and Agreements herein after expressed, and for and in Consideration of the Sum of 105. of, &c. to the said *N. B.* (Party to these Presents) in Hand paid by the said *W. J.* and *F. M.* at or before the Sealing and Delivery of these Presents, the Receipt whereof is hereby acknowledged, and for divers other good Causes and valuable

luable Considerations the said *N. B.* (Party to these Presents) hereunto moving, he the said *N. B.* (Party to these Presents) hath granted, bargained, sold, released and confirmed, and by these Presents, Doth grant, bargain, sell, release and confirm unto the said *W. J.* and *F. M.* (in their actual, &c.) all that the Manor of *M.* and all that the Manor of *H.* and all those Messuages, &c. all which last mentioned Messuages, Lands Tenements and Hereditaments are or are computed to be of the yearly Value of 481*l.* in the whole or thereabouts, and are now in Lease for certain Lives respectively, at several yearly Rents, together amounting in the whole to the yearly Sum of 130*l.* 4*s.* 11*d.* payable to the said *N. B.* (Party to these Presents) his Heirs or Assigns, and all other the Messuages, &c. whereof or wherein he, or any other Person or Persons *In Trust* for him, have or hath or is or are seised of any Estate of Inheritance or other Estate in Possession, Reversion or Remainder, situate, &c. with their and every of their Rights, Members and Appurtenances, and also all and singular Houses, &c. (*Words of Course appurtenant to Manors.* Vide Tit. **Parcels**); and the Reversion and Reversions, &c. and also all the Estate, Right, Title, &c. excepting always and reserving unto the said *N. B.* (Party to these Presents) his Heirs and Assigns, all and all Manner of Mines and Minerals being in the Waste Grounds of *M. A.* aforesaid, in the said County of *C.* together with free Liberty of Ingress, Egress and Regress for him the said *N. B.* (Party to these Presents) his Heirs and Assigns, with Workmen, Servants and others, and with Horses, Carts and Carriages to work in the said Mines, and to dig, prepare and carry away the Metal, Oar and Mineral therein contained, at his and their Wills and Pleasures; **To have and to hold** all the said Manors, &c. (except before excepted) unto the said *W. J.* and *F. M.* (*the Trustees*) their Heirs and Assigns for ever, to and for the several Uses, Intentis and Purposes, and subject to and under the several Provisoos, Trusts, Limitations, Powers and Agreements herein after expressed, limited, declared, and appointed of and concerning the same Premises respectively; then **To the Use** of the said *N. B.* (Party to these Presents) *the Trustees* and their Heirs during the natural Life of the said *N. B.* (Party to these Presents) to preserve the contingent Uses and Remainders of the same Premises herein after mentioned, from being defeated, disturbed or destroyed, and for that Purpose to make Entries and bring Actions as Occasion shall require; but nevertheless *In Trust* to permit and suffer the said *N. B.* (Party to these Presents and his Assigns, to receive and take the Rents, Issues and Profits of the same Premises during his natural Life; and from and immediately after the Decease of the said *N. B.* (Party to these Presents) **To the Use** and Behoof of the said *J. B.* for and during the Term of her natural Life for her Jointure, and in Lieu, full Bar and Satisfaction for her Dower and Thirds at the Common Law, out of all or any of the Lands and Hereditaments, in which the said *N. B.* (Party to these Presents) now hath or hereafter shall have any Estate of Inheritance; and from and immediately after the Decease of her Jointure, the said *N. B.* (Party to these Presents) and *J.* his Wife, and the Decease of the Survivor of them, **To the Use** of the said *W. J.* and *F. M.* their Executors, Administrators and Assigns, for and during the Term of 500 Years from thence next ensuing, and fully to be complete and ended without Impeachment of Waste; **Nevertheless** upon the Trusts and under the Provisoos herein after mentioned and declared concerning the same Term; **And** from and after the Expiration or other sooner Determination of the said Term of 500 Years, **To the Use** and Behoof of the first Son of the Body of the said *H. B.* Party to these Presents, begotten, &c. (Vide Tit. **Limitations of Uses and Trusts**, 456.) *And for want of such Issue*, and in case the said *J.* shall be *ensent* or with Child of one or more Child or Children by the said *N. B.* Party to these Presents, at the Time of his Death, **Then to the Use** of the said Sir *H. M. N. M.* and *J. L.* and their Heirs, until the said *J.* shall be delivered of such Child or Children, or die, which shall first happen, **In Trust** to preserve the Contingent Remainders to any Son or Sons of the said *N. B.* (Party to these Presents) whereof the said *J.* shall be *ensent* or with Child at the Death of the said *N. B.* (Party to these Presents) that shall afterwards be born alive; the Remainder to the Use of such after-born Son or Sons severally and successively, and of the several and respective Heirs Male of the Body or Bodies of such after-born Son or Sons successively, according to their Priority of Birth; the Elder of such after-born Son and the Heirs Male of his Body being always to be preferred and to take before the Younger and the Heirs male of his or their Body or Bodies issuing; and for want of such Issue, then **To the Use** and Behoof of the said *G. B. J. V.* Sir *H. M.* and *N. M.* their Executors, Administrators and Assigns, for and during the Term of 600 Years from thence next ensuing, and fully to be complete and ended, without Impeachment of Waste, upon the Trusts and under the Provisoos in that Behalf herein after mentioned, expressed and declared of and concerning the same Term; and from and after the Expiration or other sooner Determination of that Estate, **To the Use** and Behoof of the said *N. B.* (Party to these Presents) his Heirs and Assigns for ever: **And it is** hereby declared and agreed by and between all and every the Parties to these Presents, and the true Intent and Meaning of them and every of them and of these Presents is, that the said Term of 500 Years so, as aforesaid, limited to the Use of the said *W. J.* and *F. M.* their

The Grant.

Part of Premises in Lease for Lives.

Exception of Mines, &c.

Uses.

1. To the Use of the Husband for Life and Waste.

2. To Trustees to preserve Contingent Remainders.

3. To Use of the Wife for Life for her Jointure.

To the Use of Trustees for 500 Years.

If the Wife ensent, to other Trustees in Trust for such Child in Ventre sa Mere.

Trustees for 600 Years

To the Use of the said Husband in Fee.

Trusts of the 500 Years Term.

In Trust to
raise 1000 £.

500 £. Part
thereof, to the
Wife's own
Use.
The 500 £.
Residue, to
the Wife for
to receive the
Interest there-
of during her
Life.

After her
Death to such
Child or
Children as
she by her
Will should
appoint.

To raise
2500 £. for
the Wife.

Further Trust.

The Trustees
by Mortga-
ging or Lea-
sing, to raise
1000 £. for
a younger
Son or Daugh-
ter's Portion.

If two, to
raise 2000.

their Executors, Administrators and Assigns, is so limited unto them upon the Trusts and under the Provisoes herein after mentioned, declared and expressed of and Concerning the same, (that is to say) **Upon Trust**, and to the Intent, and Purpose, That they the said *W. J.* and *F. M.* and the Survivor of them, and the Executors, Administrators and Assigns of such Survivor, shall and will, as soon as conveniently may be, after the Decease of the said *N. B.* (Party to these Presents) in case the said *J.* his Wife shall survive him the said *N. B.* (Party to these Presents) and there shall be Issue of the Body of the said *J.* begotten by the said *N. B.* (Party to these Presents) living at the Time of the Decease of him the said *N. B.* (Party to these Presents) or born alive afterwards, by or out of the Rents, Issues and Profits of all and singular the Premises so limited in Use for the said Term of 500 Years as aforesaid, or by Leasing or Mortgaging thereof, or of any Part thereof, or by any other Ways or Means whatsoever, (other then by Sale thereof, or any Part thereof) raise and levy the Sum of 1000 £. to be paid to her the said *J.* her Executors, Administrators and Assigns, subject to the Trusts and to the Intents and Purposes herein after mentioned, (that is to say) **As to 500 £.** Part of the said Sum of 1000 £. to the sole proper and absolute Use of the said *J.* her Executors, Administrators and Assigns; and **as to 500 £.** Residue of the said Sum of 1000 £. to the Intent that she shall receive the Proceed and Interest of the said last mentioned Sum of 500 £. during her Life to her own Use; and from and after her Decease, the said last mentioned Sum of 500 £. to be paid and distributed to and amongst such Child or Children of the said *J.* by the said *N. B.* (Party to these Presents) begot or to be begotten, or any of them, as shall be living at the Time of her Decease, in such Shares and Proportions, as by the said *J.* either by her last Will and Testament, or by any other Writing under her Hand and Seal, to be subscribed in the Presence of three or more credible Witnesses, shall in that Behalf be limited, declared and appointed; and for Want or upon the Failure of such Limitation, Declaration or Appointment as aforesaid, **Then** the said last mentioned Sum of 500 £. to be paid unto or distributed amongst all and every the younger Children of the Body of the said *J.* begotten or to be begotten by the said *N. B.* (Party to these Presents) as shall be living at the Time of her Decease; **And it is** hereby further declared and agreed by and between all and every the said Parties to these Presents, that the said Term of 500 Years is so limited to, or to the Use of them the said *W. J.* and *F. M.* as aforesaid, **Upon this further Trust** and Confidence, and to the Intent and Purpose, that they the said *W. J.* and *F. M.* and the Survivor of them, and the Executors, Administrators and Assigns of such Survivor, shall and will within the Space of one Year next after the Decease of the said *N. B.* (Party to these Presents) in case the said *J.* his Wife shall survive him, and there shall be no Issue of the Body of the said *N. B.* (Party to these Presents) begotten or to be begotten on the Body of the said *J.* which shall be living at the Time of the Decease of the said *N. B.* (Party to these Presents) or which shall be born alive after his Death, by and out of the Rents, Issues and Profits and Fines of all and singular the Premises so limited in Use to them for the Term of 500 Years as aforesaid, or by Lease, Sale or Mortgage thereof, or of any Part thereof, or by any other Ways or Means whatsoever, raise and levy the sum of 2500 £. of, &c. to be paid unto the said *J.* her Executors, Administrators or Assigns to the proper and only Use of her the said *J. B.* her Executors, Administrators and Assigns: **And** the said Term of 500 Years herein and hereby limited in Use, as aforesaid, shall be upon this further Trust and Confidence, that in case the said *N. B.* (Party to these Presents) shall have Issue by the said *J.* one Son, and also one or more other Child or Children, that the said *W. J.* and *F. M.* and the Survivor of them, and the Executors, Administrators and Assigns of such Survivor, shall and may, by and with the Consent of the said *N. B.* (Party to these Presents, if living) otherwise without such Consent, by Leasing or Mortgaging of all and singular the Premises in the said Term of 500 Years comprised, or any Part thereof, or by or out of the Rents, Profits and Fines thereof, or of any Part thereof, for all or any Part of the said Term of 500 Years, or by any other Ways or Means, (except only by Sale thereof) as to them or the Survivor of them, or the Executors or Administrators of such Survivor, shall seem meet and convenient, levy and raise the Sum of 1000 £. for the Portion of the Daughter or younger Child of the said *N. B.* (Party to these Presents) on the Body of the said *J.* his Wife to be begotten, in case the said *N. B.* (Party to these Presents) shall depart this Life, leaving Issue by the said *J.* his Wife only one Son and one other Child either born in his life-time or after his Decease; and in case the said *N. B.* (Party to these Presents) shall depart this Life, having Issue by the said *J.* his Wife one Son and also two or more Children either born in the Life-time of the said *N. B.* (Party to these Presents) or after his Decease, then in Trust to raise the Sum of 2000 £. for the Portion or Portions of any Child or Children of the said *N. B.* (Party to these Presents) on the Body of the said *J.* his Wife to be begotten, (other than their eldest or only Son) equally to be divided betwixt and amongst them, if more than one, and with and subject to such further Declarations, Limitations, Restrictions and Agreements, as are herein afterwards expressed, concerning the aforesaid Portion or Portions, and the Maintenance of such Children as aforesaid, or otherwise, concerning

concerning the Term of 500 Years: **Provided always**, &c. (*Vide Term to be void when Trusts performed, &c. in the first Settlement after Marriage.*) And as for, touching and concerning the said Term of 600 Years herein before limited to the Use of the said G. B. J. V. Sir H. M. and N. M. as aforesaid, **It is** declared and agreed by and between all and every the said Parties to these Presents, and the true Intent and Meaning of them and every of them, and of these Presents is, that the said Term of 600 Years so limited to them the said G. B. J. V. Sir H. M. and N. M. is upon the Trust and under the Proviso herein after declared and expressed of and concerning the same, (that is to say) Upon the Trust and to the Intent and Purpose, that they the said G. B. J. V. Sir H. M. and N. M. and the Survivors and Survivor of them, and the Executors, Administrators and Assigns of such Survivor, shall and may, from and after the several Deceases of the said N. B. (Party to these Presents) and J. his Wife, in case of the said N. B. (Party to these Presents) shall depart this Life, not having any Issue Male on the Body of the said J. his Wife, living at his Death, nor leaving the said J. his Wife with Child of Issue Male that shall afterwards be born alive, or in case all the Issue Male shall die without Issue Male before any of them shall attain to the Age of 21 Years, and the said N. B. (Party to these Presents) shall at the Time of such his Death leave one or more Daughter or Daughters by him then begotten on the Body of the said J. his Wife, or shall leave the said J. his Wife with Child of any Daughter or Daughters that shall afterwards be born alive, with and out of the Rents, Issues and Profits of all and singular the Premises in the said Term of 600 Years contained and comprised, or any Part thereof, or by Leasing or Mortgaging thereof, or any Part thereof, for all or any Part of the said Term of 600 Years, or by any other Ways or Means, (except only by Sale thereof) as to them or the Survivors or Survivor of them, or the Executors or Administrators of such Survivor, shall seem meet and convenient, raise and pay, if but one Daughter, the Sum of 4000 *l.* for the Portion of such only Daughter, and in case there shall be more Daughters than one, then the Sum of 4000 *l.* equally betwixt and among them: **And** it is also hereby declared, that the said Portions so, as aforesaid, charged for the Daughter and younger Children of the said Marriage, or any of them, by the Trusts declared of the said Terms of 500 Years and 600 Years, or either of them, as aforesaid, shall be severally paid after the Decease of the said N. B. (Party to these Presents) unto such Children respectively, upon the said Childrens respectively attaining their respective Ages of 21 Years, or the Days of their respective Marriages, after their respective Ages of 18 Years, which shall first happen; *And* that in the mean Time, and until the Portions shall respectively become payable, Interest shall be paid and secured for the same respectively, by or upon the respective Terms of 500 Years and 600 Years of the Premises, after the Rate of 3 *l.* per Cent. per Ann. from the Decease of the said N. B. (Party to these Presents) if there be but one or two such Children as shall be intitled to any Portion, according to the Intent of these Presents, but after the Rate of 4 *l.* per Cent. per Ann. from the Time of the Decease of the said N. B. (Party to these Presents) if there shall be three or more such Children, and the said Portions, after they respectively become payable, shall carry Interest after the Rate of 5 *l.* per Cent. per Ann. **Provided always**, that in case, &c. (*Vide Proviso if Daughters are advanced by their Father in his Life-time, in the first Settlement before Marriage, and in the sixth Settlement, that the Portions shall sink into the Inheritance.*) **And it is** hereby further declared, &c. (*the Portion of any of the Children dying, to go amongst the Survivors equally. Vide foregoing Settlements*): **Provided always**, and it is hereby declared and agreed, &c. (*Power for the Husband, and after his Decease for the Wife, and after both their Deceases, for the Trustees to make Leases. Vide Tit. Proviso. Husband may grant Leases, in the first Settlement before Marriage*): **Provided also**, and it is hereby declared and agreed by and between all the said Parties to these Presents, &c. (*Power for the Husband, and after his Decease for the Wife, to grant Leases for 21 Years, as before*). **And** the said N. B. (Party to these Presents) for himself, his Heirs Executors, Administrators and Assigns, doth covenant, promise, grant and agree to and with the said W. J. and F. M. their Heirs, Executors, Administrators and Assigns, and to and with every of them, in Manner and Form following; That he the said N. B. (Party to these Presents) notwithstanding any Act, Matter or thing, done or willingly suffered by the said N. B. (Party to these Presents) or by the said N. B. his said late Father, deceased, or either of them, (excepting only as herein after is excepted) now is and standeth, and until the Sealing, Delivery, and full Execution of these Presents, shall and will stand and be lawfully seised of and in the said Manors, Messuages, Mill, Lands, Tenements, Rents and Hereditaments, and all and singular other the Premises herein before mentioned and intended to be hereby settled and conveyed, with their and every of their Appurtenances, of a good, sure, perfect, absolute, and indefeasible Estate of Inheritance in Fee-simple, without any Manor of Condition, Use, Limitation, Exception, or Power of Revocation, or any other Restraint, Matter or Thing, to alter, defeat, evict, impeach, incumber, or determine the same; **And** that he the said N. B. &c. (*Covenants that he hath Right to convey; for quiet Enjoyment; and free from Incumbrances. Vide first Settlement before Marriage*); except one Statute Merchant,

Trust of the
600 Years
Term.

To raise
4000 *l.* if
more Daugh-
ters than one,
for their Por-
tions, and the
Interest to be
paid them
when of Age.

Covenant that
the Husband
is absolutely
seised.

Exception.

chanr, bearing Date, &c. (*A Statute, Mortgage and Leases then subsisting excepted*); And further, that the said N. B. &c. (*A Covenant for further Assurance. Vide first Marriage Settlement.*) In Witness, &c.

A Settlement after Marriage, reciting (among other Things) the Marriage Articles, whereby the Husband (after having received a Portion of 1000 l. in ready Money with his Wife, she being intitled to an undivided fifth Part of several Messuages, Lands, &c.) joins with her to convey both his Estate and her fifth Part to Trustees to the Uses therein mentioned.

Recitals as
to the Mar-
riage Articles.

*Vide last Set-
tlement,
where Uses
and Remain-
ders are set
forth at full
length.*

A Marriage
Settlement
recited.

Uses.

THIS Indenture Tripartite, &c. Between J. P. of, &c. and P. his Wife, late P. C. Spinster, of the first Part, the Honourable J. M. of, &c. Esq; and Dame P. C. his Wife, (Relict and Administratrix of the Goods and Chatels and Credits of Sir W. C. late of, &c. Bart. deceased) of the second Part, and R. P. of, &c. of the third Part. *Whereas* by Articles of Agreement, bearing Date, &c. and made or mentioned to be made between the said J. M. and D. P. his Wife, of the first Part, the said J. P. of the second Part, and the said P. now the Wife, (by her then Name and Addition of P. C. of, &c. Spinster, eldest Daughter of the said Dame P. C. by the said Sir W. C. Bart. deceased) of the third Part, (*Reciting* that a Marriage was then shortly intended to be had and solemnised between the said J. P. and P. C. *And further reciting*, that W. W. Esq; deceased, by his last Will and Testament in Writing, bearing Date, &c. had given *All* that his Capital Messuage, &c. (*Parcels*) *Unto* his Wife, E. W. since deceased, for and during her Life; Remainder *To* his Grandson, W. C. (afterwards the said Sir W. C.) Remainder *To* Trustees to preserve the Contingent Uses; *Remainder* to the first, second, and other Sons of the said Sir W. C. in Tale Male; *Remainder* to the said W. W. his Heirs and Assigns for ever; *And further reciting*, that the said Sir W. C. departed this Life intestate, without having any Issue Male, leaving at the Time of his Death six Daughters by the said Dame P. C. *viz.* The said P. now Wife of the said J. P. Party to these Presents, E. A. K. D. and M. and that the said M. was since dead; and that the said Messuages, Lands, Tenements and Hereditaments, descended to and became vested in them the said five Daughters, as Heirs of their said Great Grandfather W. W. deceased, in Coparcenary, and that they were then all under the Age of 21 Years; *And further reciting*, that by Indenture *Quinquepartite*, bearing Date, &c. (and which Indenture is therein recited to have been made previous to the Marriage of the said Sir W. C. with the said P. C. the Wife of the said J. M.) and made or mentioned to be made between Sir J. C. of, &c. Bart. (since deceased) and the said Sir W. C. (since deceased) by the Description of W. C. Esq; Son and Heir Apparent of the said Sir J. C. of the first Part, the said P. C. (by the Name of P. H. one of the Daughters of G. H. late of, &c. deceased) of the second Part, Sir J. R. Bart. and F. D. Esq; of the third Part, Sir P. C. Bart. and W. J. Esq; of the fourth Part, and W. H. Esq; and F. D. the Younger, Esq; of the fifth Part, whereby the said Sir J. C. and W. C. had limited all that the Manor of, &c. *To the Use* of the said W. H. and F. D. the Younger, their Executors and Administrators, for the Term of 600 Years, *Upon Trust*, in case there should be no Issue Male by the said W. C. on the Body of the said P. H. begotten, and there should be one or more Daughters by them begotten, living at the Decease of the Survivor of them the said Sir J. C. and W. C. that then the said W. H. and F. D. the Younger their Executors Administrators and Assigns, should, by the Ways and Means therein mentioned, raise and levy, after the Death of them the said Sir J. C. and W. C. the Sums of Money for the Portions and Maintenance of all such Daughters as therein and herein after mentioned, *viz.* If but one such Daughter, the Sum of 3000 l. and if two or more such Daughters, then they to have the Sum of 4000 l. for their Portions, equally to be divided amongst them respectively at their respective Ages of 21 Years or Day of Marriage, which should first happen; and if there should be two or more such Daughters, then to raise and levy out of the Rents and Profits of the same Premises, the yearly Sum of 140 l. to be disposed of equally amongst them Share and Share alike, for their Maintenance and Education, until their respective Portions should become payable; and if any of the said Daughters should die before her or their Portions should become payable, then the Portion or Portions of the deceased to be paid to the Survivors or Survivor of them when their original Portions shall become payable; *Provided* that no such Daughter should have for her Portion by Survivorship, or otherwise, above the Sum of 3000 l. *And further reciting* in the said Articles, that the said P. (the Mother) by Virtue of the same Indenture, would be intitled on the Day of her Marriage to the Sum of 800 l. for her own Portion, and the share of Survivorship by the Death of her said Sister M. (who died under Age and unmarried) being one fifth Part of the said Sum of 4000 l. *And further reciting*, that by Indenture *Tripartite*, bearing Date the Day next before the Day of the said Articles now reciting and made between the said J. M. and Dame P. his Wife, of the first Part, the said P. C. now the Wife of the said J. P. of the second

cond Part, and the said *J. P.* of the third Part; *Reciting* in the same Indenture a Settlement made previous to the Marriage of the said *J. M.* with the said Dame *P. C.* bearing Date, &c. *Whereby* the said *J. M.* covenanted to pay unto Trustees, within three Months after his Marriage, the Sum of 4000 *l.* or assign sufficient Security for the same, to and for the Uses, Trusts, Intents and Purposes therein mentioned, *And wherein it was provided*, that in case the said *J. M.* should die in the Life-time of the said *D. P.* leaving no Issue of his Body on her begotten, or leaving Issue, and such Issue should not live to attain the Age of 21 Years, if Male, or if Female; the Age of 18 Years respectively, and should die without Issue, then the said Sum of 4000 *l.* should be paid to the said Dame *P.* her Executors, Administrators or Assigns; and also in case the said Dame *P.* should die in the Life-time of the said *J. M.* and he should afterwards die, leaving no Child or Children of his Body by the said Dame *P.* or any other Wife, born or begotten at the Time of his Decease, then the Sum of 2000 *l.* Part of the said 4000 *l.* should in six Months after his Decease, be paid to such Person or Persons, and in such Manner, as the said Dame *P.* should by her last Will and Testament, or by any other Deed or Writing, sealed in the Presence of three or more credible Witnesses, direct, order and appoint; and in Default of such Appointment, to the Executors, Administrators and Assigns of the said *J. M.* *It is by the same Indenture Tripartite witnessed*, that for the Consideration aforesaid, the said *J. M.* (at the Request and Desire of the said Dame *P.*) and also the said Dame *P.* did give, grant and assign unto the said *P. C.* her Daughter, the Sum of 600 *l.* Part of the said 4000 *l.* payable in case the first of the said Contingencies should happen; *And further* said Daughter *P.* pursuant to her said Power, did give, direct, order and appoint unto her the said Dame *P.* her Executors and Administrators, the Sum of 600 *l.* Part of the said 2000 *l.* upon the last Contingency, payable to such Person or Persons as the said Dame *P.* should direct or appoint; *And further reciting*, that the said Dame *P.* in Consideration of the said intended Marriage between the said *J. P.* and *P. C.* had promised and agreed to pay unto the said *J. P.* the further Sum of 200 *l.* as an additional Portion to the said *P.* and also to give and deliver unto the said *J. P.* the fifth Part or Share of the said *P. C.* in the Plate, Jewels and Linen belonging to the Estate of her said late Father Sir *W. C.* *It is by the said Articles witnessed*, and the said *J. P.* in Consideration of the said intended Marriage, and of the Parts or Purparts of the said Capital Messuage, Lands, Tenements and Hereditaments, and of the Portion of the said *P.* which the said *J. P.* would be intitled to by the said intended Marriage, in Right of his said intended Wife, and for making some Provision for her in case she him survived, and for the Issue of the said intended Marriage, did for himself and his Heirs, covenant with the said *J. M.* and his Heirs, that he the said *J. P.* should, within the Time therein mentioned, well and sufficiently convey and assure unto Trustees to be nominated by the said *J. M.* and *J. P.* The several Messuages, Lands, Tenements and Hereditaments herein after granted and released by the said *J. P.* To and for the several Uses and Purposes, and subject to the Provisoos therein and herein after mentioned and expressed of and concerning the same; *And* the said *J. P.* by the said Articles did further covenant to and with the said *J. M.* that after the said intended Marriage should be solemnized, and as soon as the said *P.* his intended Wife should attain her Age of 21 Years, that the Part or Purpart of her the said *P. C.* of, in, and to the said Capital Messuage, &c. should be well and sufficiently settled, conveyed and assured, to and for the same Uses, and upon the like Trusts, and under and subject to the Provisoos, Limitations and Agreements, as are therein before mentioned, expressed and declared of and concerning the same Messuages, Lands, Tenements and Hereditaments of him the said *J. P.* therein before mentioned and agreed to be settled as aforesaid; *And in case* the Sum of 600 *l.* upon either of the said Contingencies happening, should become payable to the said *P. C.* as aforesaid, it was by the said Articles further agreed by and between all the Parties thereto, that the said 600 *l.* when payable, should be laid out in the Purchase of Lands or Tenements, to be settled to and upon the same Uses and Trusts, and subject to the same Provisoos, as are therein before mentioned and expressed concerning the said Messuages, Lands and Tenements of the said *J. P.* to be settled as aforesaid, as in and by the said in Part recited Marriage Articles, and the said Will and several Indentures therein recited, (Relation being to them respectively had) more fully and at large may appear: *And whereas* after the Executing of the said Articles, the said intended Marriage between the said *J. P.* and the said *P. C.* was had and solemnized, and he the said *J. P.* since the said Marriage, hath had and received the said Sum of 800 *l.* Part of the Portion of the said *P. C.* his Wife, and they the said *J. M.* and Dame *P. C.* his Wife, or one of them have since the said Marriage paid to the said *J. P.* the said Sum of 200 *l.* as an Addition to the Portion of her the said *P.* and they the said *J. M.* and Dame *P. C.* his Wife, or one of them, have delivered to the said *J. P.* the fifth Part of the Plate, Jewels and Linen belonging to the said *P.* his Wife, as her Part of and in the said Sir *W. C.* her late Father's personal Estate: *Now this Indenture witnesseth*, that in Consideration of the said Marriage so had between the said *J. P.* and *P.* his Wife, as aforesaid, and in Consideration of the said several Sums of 800 *l.* and 200 *l.* (making together

Consideration
in the Ar-
ticles.

Husband
covenants to
convey when
the Wife
comes of Age.

As to the
Marriage
taking Effect,
and the Mar-
riage Portion
being paid.

The Conside-
ration.

Second Consideration, being the Release of Mrs. P.'s fifth Part of her Estate.

Award of the Lease for a Year.

Parcels.

Declaration of the Uses as to all the Premises.

the Sum of 1000*l.*) so paid to the said *J. P.* and the Delivery to him of the said fifth Part of the said Plate, Jewels and Linen, as aforesaid, (the Receipt of which said Sum of 1000*l.* and Delivery of the fifth Part of the said Plate, Jewels and Linen, he the said *J. P.* doth hereby acknowledge, and thereof acquit, exonerate, and for ever discharge the said *J. M.* and Dame *P.* his Wife, their Heirs, Executors and Administrators, and every of them for ever, by these Presents); and also in Consideration of the Conveyance and Settlement herein after made of the fifth Part of the Estate of her the said *P.* the Wife of the said *J. P.* of and in the said Capital Messuage called, &c. and of the several Lands, Tenements and Hereditaments, situate, &c. *To the Uses*, Trusts, Intents and Purposes, and subject to the Provisoos herein after mentioned and expressed, and for providing a competent Jointure and Livelihood for the said *P.* the Wife of the said *J. P.* in case she should him survive, and for making some Provision for the Issue of them the said *J. P.* and *P.* his Wife, in such Manner as herein after is mentioned, and for the Conveying and Settling the Messuages, Lands, Tenements and Hereditaments herein after mentioned, (being the Estate of him the said *J. P.*) to, for and upon the several Uses, Trusts, Intents and Purposes, and with and under the Provisoos, Limitations, and Agreements herein after mentioned and declared of and concerning the same; and also for and in Consideration of the Sum of 10*s.* of, &c. by the said *J. M.* and *R. P.* in Hand paid to the said *J. P.* at or before the Sealing and Delivery of these Presents, the Receipt whereof is by him the said *J. P.* hereby also acknowledged, and for divers other good Causes and valuable Considerations him thereunto especially moving, he the said *J. P.* (in Pursuance and Performance of this Covenant in the said recited Articles contained for that Purpose, and at the Nomination of the said *J. M.*) **Doth** granted, bargained, sold, aliened, released and confirmed, and by these Presents **Doth**, &c. unto the said *J. M.* and *R. P.* (in their actual Possession, &c.) and to their Heirs and Assigns, **All** that Messuage and Tenement, &c. together with all and singular, &c. and the Reversion and Reversions, Remainder and Remainders, and all the Estate, &c. **To have and to hold** the said Messuage, &c. and all and singular other the Premises herein before mentioned and intended to be hereby granted and released, and every Part and Parcel thereof, with their and every of their Appurtenances, unto the said *J. M.* and *R. P.* their Heirs and Assigns; nevertheless to, for and upon the several Uses, Trusts, Intents and Purposes, and under and subject to the several Provisoos, Limitations and Agreements herein after mentioned, limited, expressed and declared of and concerning the same: **And whereas** the said *P.* the Wife of the said *J. P.* on, &c. attained to her full Age of 21 Years: **Now this Indenture further witnesseth**, that in Consideration of the said Marriage so had as aforesaid, and for other the Considerations herein before expressed, and also in Pursuance and Performance of the herein before mentioned Covenant in the said recited Articles contained for conveying and settling the said *P. P.*'s fifth Part of and in the said Capital Messuage, Messuages, Lands, Tenements and Hereditaments, situate in, &c. and for the Conveying and Assuring all and singular the same Hereditaments and Premises, to, for and upon the several Uses, Trusts, Intents and Purposes, and under and subject to the Provisoos and Agreements herein after mentioned, expressed and declared of and concerning the same Premises, and also for and in Consideration of the Sum of 10*s.* of like lawful Money to the said *J. P.* and *P.* his Wife, in Hand also paid by them the said *J. M.* and *R. P.* at or before the Executing of these Presents, the Receipt whereof is by them hereby respectively acknowledged, and for divers other good Causes and Considerations them thereunto especially moving, they the said *J. P.* and *P.* his Wife **Have**, and each of them **Doth** granted, bargained, sold, aliened, released and confirmed, and by these Presents **Do**, and each of them **Doth** grant, bargain, sell, alien, release and confirm unto the said *J. M.* and *R. P.* (in their actual Possession, &c.) and to their Heirs and Assigns, **All** those the said *P. P.*'s fifth undivided Part, &c. and the Reversion and Reversions, Remainder and Remainders, &c. and all the Estate, Right, Title, &c. **To have and to hold** the said undivided fifth Part of the said Capital Messuage, Messuages, Cottage, Lands, Tenements, and all and singular other the Hereditaments and Premises last herein before mentioned, and intended to be hereby granted and released, and every Part and Parcel thereof, with their and every of their Appurtenances, unto the said *J. M.* and *R. P.* their Heirs and Assigns; *Nevertheless* to, for and upon the several Uses, Trusts, Intents and Purposes, &c. **And** it is hereby expressly agreed and declared by and between all and every the Parties to these Presents, and the true Intent and Meaning of them and of these Presents is and are, that as well the Grant and Release herein before made of the several Messuages, Lands, Tenements, Hereditaments and Premises, the Estate of him the said *J. P.* and so by him conveyed unto them the said *J. M.* and *R. P.* and their Heirs, as aforesaid, as also the Grant and Release herein before made by the said *J. P.* and *P.* his Wife of her fifth Part of the said Messuages, Lands, Tenements, Hereditaments and Premises, the Estate of her the said *P.* and so by them conveyed unto the said *J. M.* and *R. P.* and their Heirs as aforesaid, were and are so respectively granted, released

and

and conveyed unto them the said *J. M.* and *R. P.* and their Heirs, to, for and upon the several Uses, that is to say, **To the Use** and Behoof of the said *J. P.* and his Assigns, for and during the Term of his natural Life, without Impeachment of or for any Manner of Waste, and with free Liberty to commit Waste, (other than voluntary Waste, in pulling down Houses without rebuilding them again); and from and immediately after the Determination of that Estate, **To the Use** and Behoof of the said *P.* his Wife and her Assigns, for and during the Term of her natural Life, without Impeachment of or for any Manner of Waste, and with free Liberty to commit Waste, (other than voluntary Waste in pulling down Houses without rebuilding the same); and from and after the Determination of the said Estates so limited to them the said *J. P.* and *P.* his Wife, for their several and respective Lives, then **To the Use** and Behoof of the said *J. M.* and *R. P.* and their Heirs, for and during the Lives of them the said *J. P.* and *P.* his Wife, and the Life of the longer Liver of them, **Upon Trust** to preserve, &c. but nevertheless **In Trust** to permit and suffer the said *J. P.* and his Assigns, during his natural Life, and after his Death, the said *P.* his Wife and her Assigns, during her natural Life, to receive and take the Rents, Issues and Profits of all and singular the said Premises, to and for their respective Uses and Benefits; and from and immediately after the Death of the Survivor of them the said *J. P.* and *P.* his Wife, then **To the Use** and Behoof of the first Son of the said *J. P.* on the Body of the said *P.* his Wife, &c. (Vide **Limitations of Uses and Trusts**, p. 456.) And in case one or more of such Daughters shall happen to die without Issue, (Vide *first Settlement before Marriage*); and if all such Daughters but one shall happen to die without Issue of their Bodies, or if there shall be but one such Daughter, then **To the Use** and Behoof of such surviving or only Daughter, and of the Heirs of her Body lawfully issuing; and for Default of such Issue, then **To the Use** and Behoof of the said *J. P.* and of his Heirs and Assigns for ever, and to, for or upon no other Use, Trust, Intent or Purpose whatsoever: **Provided always**, and it is hereby agreed and declared by and between all and every the Parties hereunto, &c. (Power to charge Premises with 1500 l. for younger Childrens Portions; vide *last preceding Settlement, and others*): **Provided always**, and it is hereby further agreed and declared by and between all and every the Parties to these Presents, that it shall and may be lawful, &c. (Vide *Power to make Leases, in the seventh Settlement after Marriage*): And for the Barring and Extinguishing of all Estates, Reversions and Remainders whatsoever of and in the said fifth undivided Part, and all other the Parts and Purparties of her the said *P. P.* of and in the said Messuages, &c. (Covenant to levy a Fine of the Wife's fifth Part. Vide **Tit. Covenants**); which said Fine or Fines, &c. (Vide **Declarations of Uses and Trusts**, p. 180.) or in any other Manner, or at any other Time or Times levied or to be levied, and all and every other Fine and Fines levied or to be levied of the said first mentioned Hereditaments, &c. and to and for no other Use, Trust, Intent or Purpose whatsoever: And the said *J. P.* for himself, his Heirs, Executors and Administrators, doth further covenant, grant and agree, to and with the said *J. M.* and *R. P.* their Heirs and Assigns, by these Presents, in Manner following, (that is to say) **That** for and notwithstanding any Act, Matter or Thing made, &c. (Vide *good Right to convey; quiet Enjoyment; free from Incumbrances, and further Assurance, in first Settlement before Marriage, or in Tit. Covenants.*) And lastly, it is hereby agreed and declared by and between all and every the Parties to these Presents, and the said *J. P.* for himself, his Heirs, Executors and Administrators, and for every of them, doth further covenant, promise and agree, to and with the said *J. M.* and *R. P.* their Heirs and Assigns, by these Presents, that in Case either of the said Sums of 600 l. and 600 l. shall become payable by Virtue of either of the Contingencies in the said Indenture *Tripartite*, that then and in such Case the said Sum of 600 l. so payable upon either of the Contingencies aforesaid, shall in the Space of three Months next after such Payment thereof, be laid out and invested in the Purchase of Lands or Tenements of Inheritance, such Tenements not to consist of Houses in, &c. but in, &c. as they the said Parties hereto, or the major Part of them, shall agree and think fit; and that upon the Purchase of such Lands or Tenements, the same shall be well and sufficiently conveyed and assured, to, for and upon the same Uses, Trusts, Intents and Purposes, and under and subject to the Powers, Provisoos and Agreements, as the therein before granted and released Messuages, Lands, Tenements, Hereditaments and Premises, are herein before limited and settled, or as near thereto as the Death of Parties can or will then admit. **In Witness, &c.**

To the Husband for Life sans Waste.

To the Wife for Life sans Waste,

Remainder to Trustees to preserve contingent Remainders.

The Husband to receive the Rents, and after his Death the Wife,

Remainder to an only Daughter, Remainder to the Husband in Fee.

If the contingent Sums of 600 l. and 600 l. should become payable, the same to be laid out in Purchase of Lands of Inheritance, and settled to the same Uses as before.

A Settlement after Marriage, whereby the Wife's Father's Executors transfer 2000 l. Old South-Sea Annuity Stock, to Trustees, and the Residue of the Father's Estate to the Husband; the Trustees to purchase Lands, &c. with the 2000 l. Old South-Sea Annuity Stock, for the Uses therein mentioned.

THIS Indenture Tripartite, made, &c. Between R. H. of, &c. and A. his Wife, Daughter and only Child of W. S. late of, &c. deceased, of the first Part, W. T. of, &c. and S. M. G. of, &c. Gent. Executors of the last Will and Testament of the said W. S. (*the Wife's Father*) during the Minority of the said A. of the second Part, and J. S. of, &c. P. J. of, &c. and R. H. of, &c. of the third Part, made after the Marriage of Mr. P. and his Wife, reciting as in the said Indenture is mentioned, it was declared in the Words following, viz. **Now this Indenture witnesseth**, that the said R. P. and A. his Wife do hereby acknowledge and declare, that in Pursuance of the said Agreement, the said W. T. and S. M. G. (*the Executors*) at the Request and Nomination, and by and with the Consent and Direction of them the said R. P. and A. his Wife, testified by their being made Parties to, and their Sealing and Delivery of these Presents, *Have* before the Sealing hereof transferred unto the said J. S. P. J. and R. H. (*the Trustees*) 2000 l. Old South-Sea Annuity Stock, Part of the personal Estate of the said Testator, in the Proportions following, that is to say, *The said S. M. G. hath so transferred 1900 l. of the same Stock, and the said W. T. hath so transferred 100 l. more of the same Stock, making together the said 2000 l. Old South-Sea Annuity Stock, agreed to be transferred to the said J. S. P. J. and R. H. (the Trustees) upon the Trusts herein after declared, which said several Transfers the said J. S. P. J. and R. H. Have accepted, upon the Trusts herein after mentioned; and they do hereby accordingly acknowledge the several Transfers aforesaid, and their said Acceptance of the said 2000 l. Old South-Sea Annuity Stock, and thereof and therefrom they the said R. P. and A. his Wife, do hereby respectively release, acquit and discharge the said S. M. G. and also the said W. T. their Executors and Administrators: And the said R. P. and A. his Wife do hereby also acknowledge and declare, that the said W. T. and S. M. G. before the Sealing hereof, have also respectively assigned, transferred, paid and delivered over unto the said R. P. (*the Husband*) all the Residue of the Surplus of the said Testator's Estate, so remaining in their respective Hands as aforesaid, and all Stocks and other Securities taken for the same, and in which the same hath been invested, exclusive of the said Testator's outstanding Debts, and thereof and therefrom, and of and from every Part and Parcel thereof, the said R. P. doth release, acquit and discharge the said W. T. and S. M. G. their Heirs, Executors and Administrators, and every of them for ever, by these Presents: And this Indenture further witnesseth, that as to, for and concerning the said 2000 l. Old South-Sea Annuity Stock, so transferred to the said J. S. P. J. and R. H. as before is mentioned, it is hereby concluded, acknowledged, agreed and declared, by and between all and every the Parties hereunto, and the true Intent and Meaning of them, and of these Presents is and are, that the said 2000 l. Old South-Sea Annuity Stock, is so transferred to them the said J. S. P. J. and R. H. as aforesaid; and that they, and the Survivors and Survivor of them, and the Executors and Administrators of such Survivor, shall stand and be possessed thereof, upon the Trusts and to and for the Uses, Intents and Purposes, herein after mentioned, that is to say, **Upon Trust** that they the said Trustees, and the Survivors and Survivor of them, and the Executors, Administrators or Assigns of such Survivor, do and shall, as soon as conveniently may be, by and with the Approbation and Consent in Writing of them the said R. P. and A. his Wife, and the Survivor of them, his or her Executors or Administrators, lay out and invest the said 2000 l. Old South-Sea Annuity Stock, either all together or in Parcels, in the Purchase of Freehold or Copyhold Messuages, Lands, Tenements or Hereditaments, and until such Purchase can be had, shall continue the said Monies in the same Fund, or else shall and will lay out and invest the same, with such Approbation and Consent as aforesaid, in the Purchase of Bank or East-India Stock, or otherwise place out the same, or any Part thereof, upon some good and sufficient Mortgage or Mortgages, Security or Securities, as the said Trustees, with such Approbation and Consent as aforesaid, shall think fit; and also with the like Approbation and Consent at any Time to call in and new place out such Monies so to be placed out on Securities, as Occasion may require, so as the best annual Interest, Produce or Profit may be made thereof, as conveniently as may be, without lessening the Principal: **And upon this further Trust**, that they the said Trustees shall and do permit and suffer the Dividends, Interest, Produce and Profits of the said 2000 l. Old South-Sea Annuity Stock, or of the Messuages, Lands, Tenements, Hereditaments and Stock, to be therewith purchased, or of the Mortgages or other Securities to be taken for the same, to be from Time to Time respectively had, received and taken*

A Transfer of 2000 l. from the Executors to the Trustees.

Assignment of the Residue of Testator's Estate from the Executors to the Husband.

Trust of the Old South-Sea Annuity Stock.

To purchase Freehold or Copyhold Lands.

Until Purchase to lay out said 2000 l. on some good Security, with the Approbation of Husband and Wife. Dividends, Rents, Interests, &c.

taken by, and paid unto the said *R. P.* and his Assigns for and during the Term of his natural Life; and from and after his Decease, **Then upon Trust** that the said Trustees do and shall pay unto the said *A.* the Wife of the said *R. P.* and her Assigns, or permit and suffer her and her Assigns from Time to Time to receive and take such Dividends, Interest, Produce and Profits, for and during the Term of her natural Life; and from and after the Decease of the Survivor of them the said *R. P.* and *A.* his Wife, then **Upon this further Trust**, that they the said Trustees, and the Survivors and Survivor of them, and the Heirs, Executors, Administrators or Assigns or such Survivor do and shall transfer the said 2000*l.* Old South-Sea Annuity Stock, or so much thereof as shall not be laid out in the Purchase of Freehold or Copyhold Messuages, Lands, Tenements and Hereditaments, or other Stocks or Securities, and shall and do convey and assure the said Freehold and Copyhold Messuages, Lands, Tenements and Hereditaments, (in Case the same shall be so purchased) and transfer and assign the said Stocks, Mortgages and Securities (if any such shall be bought in or taken as aforesaid) unto and amongst, or for the Use and Benefit of all and every such Child or Children of them the said *R. P.* and *A.* his Wife lawfully begotten, as shall be living at the Time of the Decease of the Survivor of them the said *R. P.* and *A.* his Wife, to be equally divided between them, Share and Share alike, (if more than one) and to the Heirs, Executors and Administrators of such Child and Children respectively; and in Case there shall be no such Child or Children of the Body of the said *R. P.* on the Body of the said *A.* his Wife begotten, living at the Time of the Decease of the Survivor of them the said *R. P.* and *A.* his Wife, or there being such Child or Children, all of them shall happen to die before their Age of 21 Years or Marriage, then and in such Case, **Upon this further Trust**, that they the said Trustees, and the Survivors and Survivor of them, and the Heirs, Executors, Administrators or Assigns of such Survivor, shall and do pay, transfer, convey and assign all such Monies, Freehold and Copyhold Premises, Stocks, Annuities, Securities, and other the Premises, as shall be then vested in them the said Trustees, in Trust as aforesaid, to such Person or Persons, Uses, Intents and Purposes, and in such Proportions, as he the said *R. P.* by any Deed or Writing, or by his last Will and Testament to be by him duly executed in the Presence or three or more credible Witnesses, shall give, direct, limit or appoint the same; and for want of such Gift, Direction, Limitation or Appointment, then **To** the Heirs, Executors and Administrators of the said *R. P.* and to and upon no other Use, Trust, Intent or Purpose whatsoever. **In Witness, &c.**

to be received by the Husband during his Life.

To be received by the Wife after the Husband's Decease.

The Trustees (after both Husband and Wife's Deceases) to transfer such Stock, &c. equally among the Children.

If no Child, Trustees to transfer to the Use of the Husband's Will, &c.

If no Will or Appointment, to the Husband's Heirs, &c.

A Settlement after Marriage reciting that the Wife's Fortune consisted of a Bond Debt, the Husband to receive the Interest for his Life, after his Decease the Wife to receive, after her Decease the Trustees to receive for the Benefit of the Children; if no Child, to be at the Wife's sole Disposal by Will or otherwise.

THIS Indenture Tripartite, &c. Between *W. R.* of, &c. and *H.* his Wife, (one of the Daughters of *H. B.* of, &c. Relict of *P. B.* late of, &c. deceased), of the first Part, the said *H. B.* (the Mother) of the second Part, and *P. H.* of, &c. and *J. B.* of, &c. of the third Part. **Whereas** a Marriage hath lately been had and solemnized by and between the said *W. R.* and the said *H.* his Wife; **And whereas** the said *H. R.* was at the Time of her said Intermarriage with the said *W. R.* intitled unto the Sum of 5000*l.* secured by one Bond or Obligation, entered into by the said *H. B.* of the Penalty of 10,000*l.* conditioned for the Payment of the said 5000*l.* and Interest: **And whereas** the said *W. R.* is contented and hath agreed, that the said 5000*l.* shall be secured and preserved for the Uses and Purposes herein after mentioned, and subject to the Power and Direction, Order and Disposal of the said *H.* his Wife, as herein after set forth, and notwithstanding the Coverture between him the said *W. R.* and her the said *H.* his Wife, and he is contented to receive the Interest or Produce thereof only during his Life; but that he the said *W. R.* his Executors and Administrators shall be wholly excluded from receiving the Principal Money or any Part thereof: **And whereas** it is so agreed, and the said *W. R.* is also contented, in Case the said *H. B.* the Mother, or any other Person, shall or do, by Will or otherwise, leave or give any Sum of Money or Personal Estate unto the said *H. R.* during the Coverture between the said *W. R.* and the said *H.* his Wife, that such Money and Personal Estate, as also the said 5000*l.* may then be laid out in the purchasing Lands or Tenements of the best yearly Value as can be got for the same, if she the said *H. R.* shall so order or direct by any Writing under her Hand, so as such Lands or Tenements, when so purchased, shall be conveyed and settled upon the said *W. H.* and *J. B.* (the Trustees) or other Trustees and their Heirs, in Case the said *P. H.* and *J. B.* shall be dead; **In Trust**, and to and for the Uses, Trusts, Intents and Purposes following, (that is to say) **In Trust** to permit the said *W. R.* and his

Wife's Fortune being a Bond Debt.

The Husband to receive the Interest, but not the Principal.

Trusts of future Bequests and said Bond Debt.

Rents, &c. to the Husband Assigns, for Life.

Assigns, during his natural Life only, to receive the Rents and Profits of such Lands or Tenements so purchased, to her and their Use and Uses; and from and after the Decease of the said *W. R.* in case the said *H. R.* shall happen to survive her said Husband, then to permit and suffer the said *H. R.* and her Assigns, during her Life-time, to receive the Rents, Issues and Profits of such purchased Lands and Tenements; and from and after the Decease of the said *W. R.* and *H.* his Wife, then to convey and dispose of the said purchased Lands and Tenements, and the Rents, Issues and Profits thereof, unto or for the Use of the Heirs of the Body of the said *W. R.* on the Body of the said *H. R.* lawfully to be begotten; and for Default of such Issue, then to such Person or Persons, Use or Uses, as she the said *H. R.* by any Deed or Deeds, Writing or Writings by her to be duly executed, whether she shall be sole or covert, or by her last Will and Testament in Writing or any Writing purporting to be her last Will and Testament, and attested by two or more credible Witnesses, and notwithstanding her Coverture, shall direct, limit, order or appoint, so as such Direction, Limitation or Appointment shall not be to the Use of any other Person or Persons than her own Relations of the Part of the said *H. B.* her Mother; and for Want of such Direction, Limitation, Order or Appointment, then to the right Heirs of the said *H. R.* for ever. To the Intent therefore that this Agreement may take Effect, **This Indenture witnesseth**, That it is consented to and agreed by and between all the Parties to these Presents, and the said Parties to these Presents do agree, that the said Bond or Obligation for Payment of the said 5000*l.* and Interest, shall be cancelled, and a new Bond or Obligation entered into by the said *H. B.* unto the said *P. H.* and *J. B.* of the Penalty of 10,000*l.* and to bear equal Date with these Presents, with a Condition to the Effect following, (to wit) for Payment of 100*l.* *per Ann.* for and in the Name of Interest for the said 5000*l.* unto the said *W. R.* and his Assigns for Life, and to the said *H.* his Wife and her Assigns for her Life, in case she shall survive her said Husband; and after the Decease of the said *W. R.* and his said Wife, to or to the Use of the Issue of that Marriage; for Default of such Issue, to such Person or Persons, the Relations of the said *H. R.* and her said Mother, as she the said *H. R.* shall by Deed or Writing, or by her last Will and Testament, or any Writing purporting her last Will and Testament, notwithstanding her Coverture, direct and appoint; and for want of such Direction or Appointment, to or to the Use of the said *J. B.* and *B.* the Brother and Sister of the said *H. R.* or of such of them the said *J. B.* and *B.* as shall be then alive, or to or to the Use of the next of Kin of the said *H. R.* on the Part of the said Mother, in case the said Brother and Sister shall be then both dead, and also for payment of the said 5000*l.* at any time after the Date of the said Bond, upon Request of the said *H. R.* for purchasing of Lands and Tenements pursuant to these Presents; and as for and concerning the said Principal Sum of 5000*l.* it is by these Presents further declared and agreed, and the said *W. R.* doth hereby for himself, his Heirs, Executors and Administrators, covenant, promise and agree, to and with the said *P. H.* and *J. B.* their Executors and Administrators, that it shall and may be lawful to and for the said *H. R.* at any Time after the Date of these Presents, during the Coverture between him the said *W. R.* and her the said *H.* his Wife, and notwithstanding the said Coverture, and whether she shall be sole and unmarried, by any Deed or Writing by her to be executed, or by her last Will and Testament, and to be executed by her, and be attested by two or more credible Witnesses, absolutely to grant, dispose or give the said 5000*l.* or any Part thereof, from and after the Death of the said *W. R.* to and amongst all and every the Children of her the said *H. R.* begotten or to be begotten by the said *W. R.* in such Proportions as she shall think fit; and if no Child, then to such other Person or Persons, being her Relations on the Part of her said Mother, as she the said *H. R.* shall think fit; and for want of Direction or Disposition thereof by her the said *H. R.* by such her Deed, Will or Writing purporting to be her Will, that then the said 5000*l.* immediately upon the Death of the said *W. R.* and *H.* his Wife, shall be paid unto and amongst all and every the Children of her the said *H. R.* begotten or to be begotten by the said *W. R.* Share and Share alike; and if but one Child, then to such Child, and for Default of such Child or Children, then unto or to the Use of the said *J. B.* and *B.* or the Survivor of them; and in case the said *J. B.* and *B.* shall be then both dead, then to or to the Use of the next a Kin of her the said *H. R.* on the Part of her said Mother, in case the said *H. R.* shall be minded to dispose thereof; and that the said Trustees, their Executors and Administrators shall and may pay the same accordingly: **And further**, that the said Principal Sum of 5000*l.* shall not be subject to, &c. (*not subject to the Controul of the Husband; vide Settlement before Marriage.*) And the said *W. R.* doth further by these Presents, for himself, his Heirs, Executors and Administrators, covenant, promise and agree to and with the said *P. H.* and *J. B.* (*the Trustees*) their Executors and Administrators, that in case any Sum of Money shall be given or devised to or to the Use of her the said *H. R.* by her said Mother, or any other Person whatsoever, during the Coverture aforesaid between them the said *W. R.* and *H.* his Wife, and if she the said *H.* shall desire or request, such her Desire or Request being signified under her Hand, that the same, together with the said 5000*l.* Principal Money, may

be

To the Wife
for Life.

To the Chil-
dren.

If no Chil-
dren, to the
Wife's Ap-
pointment.

To the Wife's
right Heirs.
The old Bond
to be cancel-
led and a new
one made to
the Trustees,
to the Uses
herein expres-
sed.

For purcha-
sing of Lands.

Power for the
Wife to dis-
pose by Will
or otherwise,
of the said
5000*l.* to her
Children.

If no Child
or Children,
to her Relati-
ons on the
Mother's side.

If no Will or
Appointment,
to the Wife's
Brother and
Sister, if alive;
If dead, to her
next of Kin.

All future
Bequests, and
the 5000*l.* to
be invested in
a Purchase of
Lands.

be laid out in the Purchase of Lands or Tenements, that then the said 5000 *l.* as also the said other Monies or Personal Estate, so to be given or devised to her the said *H. R.* shall or may in such reasonable Time as conveniently can be laid out in the Purchase of Lands or Tenements, where the said *H. R.* shall direct, in the Names of the said *P. H.* and *J. B.* and their Heirs, if living, or if dead, then in the Names of other Trustees and their Heirs, &c. (*Profits to be received by the Husband for Life, then by the Wife, &c. as in the last.*) And for want of such Issue, then to such Person or Persons, Use or Uses, as she the said *H.* by any Deed or Deeds, Writing or Writings by her duly to be executed, whether she shall be Sole or Covert, or by her last Will and Testament in Writing, or in Writing purporting to be her last Will and Testament, and attested by two or more credible Witnesses, and notwithstanding her Coverture, shall direct, limit, order or appoint, so as such Direction, Limitation or Appointment shall be to the Use of her own Relations on the Part of her said Mother; and for want of such Direction, Limitation or Appointment, then to the Use of the right Heirs of the said *H. R.* for ever. And lastly, that the said *W. R.* his Executors, Administrators and Assigns, shall and will permit and suffer all such Person or Persons, as the said *H. R.* shall appoint for that Purpose to have or receive the said 5000 *l.* or any Part thereof, pursuant to these Presents, to have, receive and keep the same, without any Let, Suit or Prosecution of the said *W. R.* his Executors or Administrators, for or concerning the same. **In Witness, &c.**

To the Use
of the Wife's
Will,

without the
Husband's
Let.

*A Settlement after Marriage, whereby the Husband conveys to Trustees a Manor and an Advowson, &c. and raised a Term of 200 Years therein, for securing to the Wife 1000 *l.* per Ann. for her Jointure, and another Term of 500 Years for raising Portions and Maintenances for the Issue of that Marriage, with a Recital of a Recovery suffered and the Uses thereof.*

THIS Indenture made, &c. Between *E. L.* of, &c. Esq; and *S.* his Wife, of the first Part, and *W. A.* of, &c. Esq; and *J. P.* of, &c. Esq; of the second Part. **Whereas** by Articles of Agreement *Tripartite*, bearing Date the — Day of — now last past, and made or mentioned to be made between the said *E. L.* of the first Part, the said *S.* his Wife of the second Part, and the said *W. A.* and *J. P.* of the third Part, and made before Intermarriage of the said *E. L.* and his said Wife, it was covenanted and agreed by the said *E. L.* that he the said *E. L.* would within six Months next after the Solemnization of the said Marriage then intended to be had, between him the said *E. L.* and his said Wife, in consideration of such Marriage, and of the Sum of 8000 *l.* being the Marriage Portion of her the said *S.* thereby agreed to be paid unto the said *E. L.* well and sufficiently settle, convey and assure unto and upon the said *W. A.* and *J. P.* their Heirs and Assigns, all and every the Manors, Messuages, &c. To, for and upon the several Uses, Trusts, Intents and Purposes in the said Articles, and herein after particularly mentioned and expressed: **Now this Indenture witnesseth,** That for and in Consideration of the said Marriage had and solemnized, and of the said Sum of 8000 *l.* (being the Marriage Portion paid unto the said *E. L.* pursuant to the said Articles) the Receipt whereof the said *E. L.* doth hereby acknowledge, and also in Consideration of 5 *s.* of, &c. the Receipt, &c. and in Performance of the said Articles, **he** the said *E. L.* hath granted, bargained, sold, aliened, released and confirmed, and by these Presents **Doth** grant, &c. (in their actual Possession, &c.) and their Heirs, **All** that the Manor or Farm of *W.* and the Advowson, Donation and Right of Patronage to the Church, &c. and also all and singular other the Lands, Tenements and Hereditaments whatsoever, of him the said *E. L.* or wherein he the said *E. L.* hath any Manner of Estate of Inheritance in Possession, Reversion or Remainder, in, &c. or elsewhere in the several Counties of *S. W. D.* and *S.* and every of them, and the Reversion and Reversions, &c. and all the Estate, Right, Title, &c. **To have and to hold** the said Manors, Farms, Messuages, Lands, Tenements, Advowsons, Hereditaments, and all and singular other the Premises herein or hereby before granted, released and confirmed, or meant, mentioned, or intended so to be, with their and every of their Rights, Royalties, Members and Appurtenances, unto the said *W. A.* and *J. P.* their Heirs and Assigns for ever, to and for the Uses and purposes following, *viz.* **To the Use** and Behoof of the said *E. L.* (To the Use of the Husband for Life, to the Use of Trustees to preserve, &c. and to raise a Term of 200 Years for securing the Wife's Jointure of 1000 *l.* per Ann. in full of Dower. Vide first Settlement after Marriage.) **Provided** always nevertheless, That from and after Payment and Satisfaction, &c. (The Term after Payment of said Jointure and Arrears after the Wife's Death to cease. Vide first Settlement after Marriage.) **And** from and after the Expiration or other sooner Determination of the said Term of 2000 Years, then **To the Use** and Behoof of the said *W. A.* and *J. P.* their Executors, Administrators and Assigns, for and during and unto the full End and Term of 500 Years, without Impeachment, &c. **To the Use** and Behoof of the first Son of

Recital of the
Marriage Ar-
ticles.

8000 *l.* Por-
tion.

Consideration.

Leaf for a
Year.

General
Words.

Another
Term of 500
Years.
of

Declaration of of the Body, &c. (Vide *Limitations of Uses and Trusts*, 456.) **Provided** always, the Trusts of and it is hereby declared and agreed by and between the said Parties to these Presents, for themselves, their Heirs, Executors and Administrators, that the said Term and Estate of 500 Years, Term. was and is so limited to the said *W. A.* and *J. P.* their Executors, Administrators and Assigns, as aforesaid, upon the Trusts, and to and for the Intents and Purposes herein after mentioned, (that is to say) That in case there shall be an elder Son, who shall live and attain to the Age of 21 Years, and one or more younger Son or Sons, or one or more Daughter or Daughters of the Body of the said *E. L.* on the Body of the said *S. L.* to be begotten, then upon Trust and Confidence, and to the Intent and Purpose, that they the said *W. A.* and *J. P.* and the Survivor of them, and the Executors or Administrators of such Survivor, do and shall, by Demise, Lease, Mortgage or Sale of the said Premises or of any Part thereof, for all or any Part of the same Term, or by or out of the yearly Rents, Issues and Profits thereof, or any Part thereof or by all or any of the said Ways or Means as to them shall seem most expedient, raise, levy and pay to and for all such younger Son or Sons, and such Daughter or Daughters, the Sum of 10,000 *l.* of, &c. (Vide *Power to sell, &c. for raising younger Childrens Portions, in the first Settlement before Marriage.*)

Further Use of said 500 Years Term.

No Portions to be raised during the Father's Life-time.

Power for the Person in Possession to make Leases.

Recital of a Recovery.

Uses thereof to the Purposes herein before declared:

Provided always, that in Case either or any of such younger Son or Sons or such Daughter or Daughters shall depart, &c. amongst such other of the said younger Son or Sons, Daughter or Daughters, as shall be, &c. (Vide *Daughters to take by Survivorship, in first Settlement.*) And it is hereby further declared and agreed by and between all and every the said Parties to these Presents, that the said Term of 500 Years of and in the said Premises, is so as aforesaid limited to them the said *W. A.* and *J. P.* their Executors and Administrators, upon this further Trust and Confidence, and to the Intent and Purpose, to raise, levy and pay, &c. (*Provision for Maintenances; vide 1st Settlement before Marriage.*) **Provided** always nevertheless, and it is hereby further agreed by and between the said Parties to these Presents, that no such Portion or any Maintenance for any such younger Son or Daughter shall be raised, levied or paid during the Life-time of the said *E. L.* **Provided** also, &c. (*the Term to be void when the Trusts thereof are performed. Vide 1st Settlement after Marriage.*) **Provided** also, and it is hereby further agreed and declared, &c. (*Power to make a Settlement on a future Wife. Vide ibid.*) **Provided** also, that the said *E. L.* and all and every other Person or Persons, who shall become seised in Possession of the Freehold of the Premises by Virtue of the Limitations aforesaid, shall and may have full Power, lawful and absolute Authority to grant, let or make any Lease or Leases of the said Premises or any Part or Parcel thereof, by Indenture for one, two or three Life or Lives or for any Term or Number of Years determinable on the Death of one two or three Person or Persons, or for any Number of Years not exceeding 21 Years in Possession, and not in Reversion, Remainder or Expectancy; and so as there be not above three Lives, or 21 Years in being at any one Time of the said Premises or any Part thereof; and so as such Lease or Leases be not made dispendable of Waste; and so as there be reserved upon such Lease and Leases, to continue due and payable during the Continuance thereof such yearly or so much Rent or Rents and Services, as are now reserved and payable for the same, or as have been for the Space of 20 Years last past, and so as Counter-Parts be had and taken of the same Lease or Leases. **And whereas** in *Hilary* Term last, a common Recovery was had and suffered in the Court of Common Pleas at *Westminster*, wherein the said *W. A.* and *J. P.* were Demandants, *D. W.* Tenant, and the said *E. L.* Vouchee of the said Manors of, &c. in the Isle of *W.* and of the said Advowsons of the Churches of, &c. **It is hereby** agreed and declared by and between all and every the said Parties to these Presents, that the said Recovery shall be and enure, and the Recoverer and Recoverers in the said Common Recovery, and all and every other Person and Persons seised or to be seised of the said Manors, Lands and Premises or any Part or Parcel thereof, by or under, or by Force or Virtue of the said Common Recovery, shall from henceforth stand and be seised, and at the Time of suffering the said Common Recovery was and were intended to be seised thereof, and of every Part and Parcel thereof, to, for and upon the several Uses, Trusts, Intents and Purposes herein before declared of and touching the said Manors, Lands and Premises, and to and for no other Use, Intent and Purpose whatsoever. (*Covenants, Right to convey, free from Incumbrances, and for further Assurance. Vide 1st Settlement before Marriage.*) **In Witness, &c.**

Release from a Father to his Daughter's Husband (on the Day of Marriage) of Land in the West-Indies, in Lieu of Part of her Portion.

Recital of Marriage.

Agreement to convey.

THIS Indenture made, &c. Between *A.* of — of the one Part, and *B.* of — of the other Part. **Whereas** a Marriage is this Day had and solemnized between the said *B.* and *C.* youngest Daughter of the said *A.* **And whereas** it was agreed between the said *A.* and *B.* before Solemnizing the said Marriage, that he the said *A.* should convey and assure unto the said *B.* and his Heirs for ever, the Land and Premises herein after granted, released and confirmed, which the said *B.* hath agreed to accept in Lieu and for and in Satisfaction

risfaction of the Sum of 550 l. of — Part of the Portion of the said C. his Wife: **Now this Indenture witnesseth**, that for and in Consideration of the said Marriage, and in Pursuance of the said Agreement, and in Lieu and Satisfaction of the said Sum of 550 l. Part of the Portion of the said C. now Wife of the said B. as aforesaid, and in Consideration of 5 s. of, &c. to the said A. in Hand, at, &c. by the said B. well, &c. the Receipt, &c. he the said A. **hath** granted, &c. and by, &c. unto the said B. (in his actual Possession, &c.) and to the Heirs, &c. for ever, **All** that Tract, &c. and the Reversion, &c. and also all the Estate, &c. together with the said Patent, &c. **To have and to hold**, &c. under a Proportion of the chief or Quit-Rent reserved and payable from the Proprietors of the said Land, with other the Lands of the said Province according to the said Patent. (*Covenants added, that the Release is seized in Fee-simple, hath Right to convey, free from Incumbrances (the Quit-Rent excepted), for further Assurance.*) **In Witness, &c.**

Note; The Bargain and Sale sent beyond Sea to be registered or inrolled, was the same as the Release to the End of the *Habendum*, only saying, **hath** granted, bargained, sold, released and confirmed, &c. instead of the Words above mentioned.

By Grant and Demise from Husband and Wife, in Pursuance of a Marriage Agreement, to a Trustee of Lands, the Inheritance of the Wife, for 99 Years, if the said Husband and Wife shall so long live, in Trust for the separate Use of the Wife.

THIS Indenture made, &c. **Between** D. W. of, &c. Gent. and S. his Wife, one of the Grand Daughters of W. G. late of, &c. deceased, of the one Part, and H. G. of, &c. of the other Part. **Whereas**, previous to and upon the Intermarriage of the said D. W. with the said S. his now Wife, *It was agreed between them that the Messuages, Lands and Hereditaments therein after mentioned, being the proper Inheritance of her the said S. given and devised to her by the said W. G. her Grandfather, should be conveyed, settled and assigned to the sole and separate Benefit of the said S. during her Coverture between them, and so and in such Manner, as that she and her Assigns might receive the Rents, Issues and Profits thereof, for her sole and separate Use, exclusive of her said Husband, and wherewith he should have no Power to intermeddle: Now this Indenture witnesseth*, that in Pursuance of the said recited Agreement, and for and in Consideration of the Love and Affection which the said D. W. hath and beareth to the said S. his Wife, and for and in Consideration of the Sum of 10 s. of, &c. to the said D. W. and S. his Wife in Hand paid by the said H. G. at of before, &c. the Receipt, &c. is hereby acknowledged, **They** the said D. W. and S. his Wife **have**, and each of them **hath** granted, bargained, sold and demised, and by these Presents do, and each of them doth grant, bargain, sell and demise unto the said H. G. his Executors, Administrators and Assigns, **All** that Messuage, &c. situate, &c. and the Reversion, &c. **To have and to hold** the said Messuage, &c. and all other the Premises herein before mentioned, or intended to be hereby granted and demised, and every Part and Parcel thereof, with their and every of their Appurtenances, unto the said H. G. his Executors, Administrators and Assigns, from the Day next before the Day of the Date of these Presents, for and during the full Time and Term, and unto the full End and Term of 99 Years, from thence next ensuing, and fully to be compleat and ended, if they the said D. W. and S. his Wife shall both of them jointly so long live, upon such Trusts, nevertheless, and to and for such Intents and Purposes, as are herein after mentioned, declared and expressed concerning the same, (that is to say), *Upon Trust that said H. G. shall pay the Rents and Profits of the Premises during the said Term, to said S. or her Order, for her sole Use (notwithstanding her Coverture) and her Receipt to be a Discharge. (Vide Limitation of Uses and Trusts. Covenant from D. W. for himself and Wife, to the Trustees, that they have not done any Act to Incumber the Premises, except, &c. Vide Tit. Covenants.)* **In Witness, &c.**

A Deed of Settlement, by the Father of, &c. to his Son and his Heirs, and in Default of Issue by the Son, to the Daughter and her Heirs, &c. Drawn by Mr. Serjeant Pemberton.

THIS Indenture made, &c. **Between**, &c. **Witnesseth**, that for and in Consideration of the natural Love and Affection, which the said E. B. hath, and beareth to **tions**, E. B. his Son and Heir apparent, and to R. B. Daughter of the said E. B. the Father, and to the Intent that the Messuages, Lands, Tenements and Hereditaments herein after mentioned,

oned, may be settled in the Name, Family and Blood of the said *E. B.* so long as it shall please Almighty God to continue the same, **And** for and in Consideration of the Sum of five Shillings, *&c.* **He** the said *E. B.* Party to these Presents, **Doth** granted, bargained, sold, remised, released, ratified and confirmed, and by these Presents doth grant, bargain, sell, remise, release, ratify and confirm unto the said *S. B.* and *D. B.* (in the actual Possession of the Messuages, Lands, Tenements and Hereditaments herein after mentioned, being by Virtue of a Bargain and Sale thereof to them made for one whole Year, by Indenture bearing Date the Day next before the Day of the Date hereof, and of the Statute for transferring Uses into Possession) and to their Heirs, **All** the Part, Portion and Share of the said *E. B.* Party to these Presents of and in two Messuages, *&c.* **And** all that Close, Piece or Parcel of Meadow or Pasture Ground, with the Appurtenances, now divided into two Closes commonly called or known by the Name of, *&c. alias, &c.* containing forty-four Acres, which said Closes, *&c.* are situate, lying and being in, *&c.* **And** all and all Manner of Tithes and Tithing both great and small, of what Nature, Kind or Quality soever they be, growing, renewing, or increasing, or which shall or may hereafter grow, renew or increase in or upon the Premises, or any Part or Parcel thereof, **And** all Ways, Paths, Passages, Waters, Water-courses, Ponds, Pools, Commons, Profits, Commodities, Easements, Advantages, Emoluments, Hereditaments and Appurtenances whatsoever, to the said several Closes, Pieces or Parcels of Ground, Hereditaments and Premises belonging or in any wise appertaining, or therewithal demised, letten, held, used, occupied or enjoyed, or accepted, reputed, deemed, taken or known to be Part Parcel or Member thereof, or of any Part or Parcel thereof; **And** also all that Rent-charge, Annuity, or yearly Sum or Payment of forty Pounds, heretofore by *R. I.* of, *&c.* by Indenture, *&c.* granted to the said *E. B.* and her Heirs, issuing, going and chargeable on, or payable out of the Manor of, *&c.* with the Rights, Members and Appurtenances, situate, *&c.* and other Messuages, Lands, Tenements and Hereditaments in the said Indenture mentioned, which said Rent-charge, Annuity or yearly Sum of forty Pounds, the said *E. B.* by her last Will and Testament in Writing, bearing Date the, *&c.* did give and devise to the said *E. B.* Party to these Presents, and to the Heirs of his Body begotten, and to be begotten, **And** the Reversion and Reversions, Remainder and Remainders of the said Premises, and all yearly and other Rents and Profits reserved, due or payable upon any Demise, Lease or Grant, Demises, Leases or Grants of the said Messuages, Lands and Tenements, or any Part or Parcel thereof, **And** all the Estate, Right, Title, Interest, Use, Possession, Property, Trust, Claim and Demand whatsoever, of him the said *E. B.* of, in, to and out of the said Messuages, Rooms, Lands, Tenements, Rents, Annuity, Hereditaments and Premises, and every Part and Parcel thereof; **To have and to hold** the said Messuages, Lands, Rents, Tenements, Hereditaments and Premises, with the Appurtenances, and every Part and Parcel thereof to the said *S. B.* and *D. B.* their Heirs and Assigns, to the Uses, Intents and Purposes herein after mentioned and declared. **And** the said *E. B.* Party to these Presents, for himself, his Heirs, Executors and Administrators, doth covenant, promise and agree to and with the said *S. B.* and *D. B.* their Heirs and Assigns by these Presents, That he the said *E. B.* the Father shall and Will before the end of *Michaelmas* Term now next ensuing the Date hereof, in due Form of Law, and according to the Course of Fines in the Court of Common Pleas at *Westminster* used, levy and acknowledge before his Majesty's Justices of the said Court of Common Pleas, to the said *S. B.* and *D. B.* and their Heirs, or the Heirs of one of them, one Fine *Sur conuzance de Droit come ceo*, with Proclamations to be thereupon had and made according to the Form of the Statute in that Case made and provided, of all that Rent-charge or yearly Sum of forty Pounds, by such Name or Names, Additions and Descriptions to ascertain the same, as shall be thought fit; **Which** said Fine, so or in any other Manner to be had and levied, and these Presents, and the Grant and Release hereby made, shall be and enure, and shall be adjudged, deemed and taken to be and enure, to the Uses, Intents and Purposes herein after mentioned and declared; (that is to say,) **To** the Use and Behoof of the said *E. B.* the Father, for and during the Term of his natural Life, without Impeachment of or for any Manner of Waste, and from and after his Decease, **To** the Use and Behoof of the said *E. B.* Son and Heir apparent of the said *E. B.* Party to these Presents, for and during the Term of his natural Life, without Impeachment of or for any Manner of Waste; and from and after the Determination of that Estate, **To** the Use and Behoof of the said *S. B.* and *D. B.* and their Heirs, for and during the natural Life of the said *E. B.* the Son, **In Trust** to preserve the contingent Uses and Remainders thereof herein after limited, from being destroyed, and to and for that Purpose to make Entries as Occasion shall require; but not to convert any of the Profits of the said Premises to their own Uses, but to permit and suffer the said *E. B.* the Son and his Assigns to enjoy the Rents, Issues and Profits thereof, during his natural Life, and immediately from and after the Decease of the said *E. B.* the Son, **To** the Use and Behoof of the first Son of the

Grant.

Premises.

Tithes.

And the Annuity.

And all the Estate, *&c.*

The *Habendum*.

Covenant to levy a Fine.

The Uses.

To the Son for Life.

And after to Trustees to preserve the Contingent Remainders,

Then to the first fix, and every other Son.

Body

Body of the said *E. B.* the Son, and the Heirs Male of the Body of such first Son Issuing; and for Default of such Issue, **To** the Use and Behoof of the second Son of the Body of the said *E. B.* the Son, and the Heirs Male of the Body of such second Son issuing, (*And so on to the fifth, sixth, &c.*) and all and every other Son and Sons of the Body of the said *E. B.* the Son, and the Heirs Male of the Body and Bodies of all and every such Son and Sons issuing severally and successively as such Sons shall be in Seniority of Age and Priority of Birth; and so always as that every Elder of such Sons, and the Heirs Male of his Body issuing, shall and may be preferred and take before all the younger of such Sons, and the Heirs Male of their respective Bodies issuing; and for Default of such Issue, **To** the Use and Behoof of the second Son of the Body of the said *E. B.* Party to these Presents, and the Heirs Male of the Body of such second Son issuing, and for Default of such Issue, **To** the Use and Behoof of the third, fourth, fifth, sixth, and all and every other Son and Sons of the Body of the said *E. B.* Party to these Presents, and the Heirs Male of the Body and Bodies of all and every such Son and Sons issuing, severally and successively as such Sons shall be in Seniority of Age, and Priority of Birth; and so always as that every Elder of such Son and Sons, and the Heirs Male of his Body issuing, shall and may be preferred, and take before all the younger of such Sons, and the Heirs Male of their respective Bodies issuing; and for Default of such Issue in Case the said *E. B.* the Son shall have no Daughter living at the Time of his Death, or only one Daughter then living, **Then** as to the said Close, Piece or Parcel of Ground, Closes or Parcels of Ground now or heretofore called, &c. these Presents shall be and enure **To** the Use and Behoof of the said *R. B.* Daughter of the said *E. B.* Party to these Presents, and the Heirs of her Body issuing; and for Default of such Issue, **To** the Use of the said *E. B.* Party to these Presents, and the Heirs of his Body issuing; and for Default of such Issue, **To** the Use and Behoof of the Right Heirs of the said *E. B.* Party to these Presents for ever. **But** if the said *E. B.* the Son shall have more Daughters than one of his Body begotten, living at the Time of his Death, **Then** as to the Premises, called, &c. these Presents shall be and enure to the Use and Behoof of such Daughters of the Body of the said *A. B.* the Son who shall be living at the Time of his Decease, and the Heirs of the Bodies of such Daughters issuing; and for Default of such Issue, **To** the Use and Behoof of the said *R. B.* Daughter of the said *E. B.* Party to these Presents, and the Heirs of her Body issuing; and for Default of such Issue, **To** the Use and Behoof of the Heirs of the Body of the said *E. B.* Party to these Presents; and for Default of such Issue, **To** the Use and Behoof of the Right Heirs of the said *E. B.* Party to these Presents, for ever. **And** as to all other the said Messuages, Lands, Rents and Premises whereof no Use is herein before declared to or for the said *R. B.* from and after the Determination of the several Uses thereof herein before limited, declared and appointed, these Presents and the Fine so agreed to be levied respectively, shall be and enure, and shall be adjudged, deemed and taken to be and enure, **To** the Use and Behoof of the said *R. B.* and the Heirs of her Body, and for Default of such Issue, **To** the Use and Behoof of the Right Heirs of the said *E. B.* for ever. **Provided always**, and it is hereby agreed and declared, by and between the Parties to these Presents, that it shall and may be lawful to and for the said *E. B.* Party to these Presents, at any Time during his natural Life, by any Writing or Writings Indented under his Hand and Seal, to make any Lease or Demise, Leases or Demises of the said Premises or any Part or Parts thereof, as to him shall seem meet, to any Person or Persons for any Term or Number of Years, reserving such Rent or Rents as he shall think fit, or without any Reservation of any Rent, and in such Manner as to him shall seem meet. **Provided also**, and it is hereby agreed and declared, that it shall and may be lawful to and for the said *E. B.* Party to these Presents, at any Time during his natural Life, by any Writing or Writings under his Hand and Seal, testified by three or more credible Witnesses, or by his last Will and Testament in Writing so testified as aforesaid, to alter, change, revoke, annul and make void all and every the Use and Uses, Estate and Estates hereby limited, appointed and declared, and any other Use or Uses, Estate or Estates thereof, to limit, appoint and declare, as to him the said *E. B.* the Elder shall seem meet. **Provided also**, and it is hereby declared, that it shall and may be lawful to and for the said *E. B.* the Son at any Time or Times hereafter, when he shall be actually seised of the Freehold and Inheritance of the said Messuages, Lands, Rents, Tenements, Hereditaments and Premises, by Virtue of the Limitations aforesaid, to limit and appoint any Part or Parcel, Parts or Parcels of the said Messuages, Lands, Tenements, Rents and Hereditaments, to any Woman or Women to whom he shall hereafter marry and take to Wife, for the Term or Terms of her or their natural Life or Lives, for her or their Jointure or Jointures, so as the same exceed not the Value of 120 *l.* per Ann. for every 1000 *l.* which he shall actually, *bona fide* and effectually receive and enjoy, as and for the Marriage Portion of such Wife and Wives as he shall so marry. **Provided lastly**, and it is agreed, that it shall and may be lawful to and for the said *E. B.* the Son, when he shall be actually seised of the said Messuages and Lands, by Indenture under

And for Default of Issue, as to part to the Use of the Daughter and her Heirs.

To the Heirs of the Body of *E. B.*

Then to his right Heirs. If more Daughters than one, then the other Part of the said Premises, to be to the Use of such Daughters and their Heirs.

As to the other Premises after the Determination of the Uses, to *R. B.* and her Heirs.

Power to make Leases.

Power to revoke the Uses and appoint new ones.

Power to make a Jointure.

That the Son may lease the Premises for 21 Years.

his Hand and Seal testified by two or more credible Witnesses, to demise and to Farm let any of the said Messuages and Lands, or any Part or Parcel of them, to any Person or Persons for any Term of Years not exceeding 21 Years, so as the same be not without Impeachment of Waste, and so as thereon be reserved and made payable during all such Term or Terms as shall be granted thereof so much yearly Rent as can be reasonably gotten or had for the same, without taking any Fine or Fines or Sum or Sums of Money or other Thing or Things in Lieu, or by Way of any Fine or Fines, thereby to lessen the Lent or Rents thereof. **In Witnesses, &c.**

Settlements on (a) Relations.

Settlement by Husband and Wife to Trustees In Trust (among other Things) for their Grandchildren, and a Fine levied to corroborate the Deed.

THIS Indenture made, &c. **Between** R. B. and K. his Wife, formerly K. L. Spinster, and which said K. is the only surviving Sister and Heir at Law of L. L. and M. L. (Spinsters) her two Sisters lately deceased, of the one Part, and S. P. of — Gent. and J. D. jun. of, &c. (Two Trustees nominated and appointed by the said R. B. and K. his Wife, for the Trusts, Intents and Purposes herein after mentioned and expressed) of the other Part. **Whereas** by Virtue of a certain Deed of Partition, being an Indenture Tripartite bearing Date, &c. (Recital of the Deed.) **And whereas** the said R. B. and K. his Wife have Issue now living, (to wit) K. now the Wife of S. T. of, &c. and M. now the Wife of J. R. of, &c. and had also Issue then living, their only Son W. L. B. who is lately dead, leaving Issue Male of his Body now living, viz. L. B. his eldest Son and Heir, and R. and W. B. (all Infants) and they the said R. B. and K. his Wife, to the End and Intent to make some Provision for the future Support and Maintenance of them the said K. T. and M. R. during their respective Lives, and in Regard there is no Provision made for the Maintenance of the said R. B. and W. B. the two younger Sons of the said W. L. B. deceased, and Grandsons of the said R. B. and K. his Wife, and also to the End and Intent to make some Provision for their future Support and Maintenance during their respective Lives, have agreed to convey the said Messuages or Tenements, Lands and Hereditaments herein after granted and released, To and for the several Uses, Trusts, Intents and Purposes, and subject to the Provisoes herein after mentioned, expressed and declared of and concerning the same respectively: **Now this**

Consideration. **Indenture witnesseth**, that for the End, Intent and Purpose aforesaid, and in Consideration of the natural Love and Affection which they the said R. B. and K. his Wife have for and bear to the said K. T. and M. R. and also to the said R. B. and W. B. (the Infants) and for conveying, settling and assuring the said Messuages, Lands, &c. to, for and upon the several Uses, Trusts, Intents and Purposes herein after mentioned, limited, expressed and declared, of and concerning the same, and also for and in Consideration of the Sum of 10 s. of, &c. to them the said R. B. and K. his Wife, in Hand paid by the said S. P. and J. D. at or before, &c. the Receipts, &c. and for divers other good Causes and valuable Considerations, them thereunto especially moving, they the said R. B. and K. his Wife, have, and each of them hath granted, aliened, released and confirmed, and by, &c. unto the said two Trustees, in their actual Possession, &c. **All** that Messuage, &c. all which said Messuages, Land and Premises, &c. and all the Estate, &c. **To hold**, &c. cum pertinentiis, unto them the said S. P. and J. D. their Heirs and Assigns; *Nevertheless* to, for and upon the several Uses, Trusts, Intents and Purposes, and subject to the several Provisoes herein after mentioned, expressed and declared, of and concerning the same, (that is to say) (Vide Limitations of Uses and Trusts.) **And upon this further Trust**, that they the said Trustees and the Survivor of them, his Heirs or Assigns, shall and do by and out of other Part of the Rents, Issues and Profits of the said hereby granted and released Messuages, &c. pay or cause to be paid unto, and to and for the Use and Benefit of the said R. B. (the Grandson) and his Assigns,

Extraordinary
Uses not to be
found in Mar-
riage Settle-
ments by the
want of
Knowledge of
the Issue of
the Marriage.

(a) N. B. That if one settles his Estate (without a valuable Consideration) upon a Relation after his Decease, he may afterwards avoid the Settlement if he sells it, as in Mr. Crayford's Case, which was thus: Mr. Crayford's Grandmother settled her Estate, after her Decease, by Deed upon him, and being afterwards very sick and wanting something that was in her Closet, gave Mr. Crayford the Key to fetch it, where he found the Deed, and very joyfully carried it away; but his Grandmother recovering again, and missing the Deed, charged him with it, but he would not part therewith; therefore she advised with Mr. Serjeant H. how to avoid the Deed: the Serjeant told her if she would sell it for a valuable Consideration she might thereby avoid the Deed of Settlement, which she did; and Mr. Crayford after her Death delivered Declarations in Ejectment to the Tenants, but was cast at the Trial: Then he brought it into Chancery; but the Court decreed against him.

figs, during his natural Life, one Annuity of, &c. the same Annuity to be paid and payable to him during his natural Life, free and clear of and from all Taxes, Charges and Deductions whatsoever, (by half-yearly Payments) to begin and commence from such of the said Feast-Days as shall next happen after the Death of the Survivor of them the said R. B. and K. his Wife; and upon this further Trust, that they the said Trustees, and the Survivor of them, his Heirs or Assigns, &c. **Subject** nevertheless to the Proviso herein after contained, as to the Payment of the said two several Annuities to the said R. B. and W. B. (the Grandsons) during their Minority, in such Manner as herein after is mentioned; and from and after full Payment of the several Annuities of — so payable to them the said K. T. M. R. R. B. and W. B. the Grandsons, in Manner as aforesaid, and subject thereunto, *Then* as to all the rest and Residue of the clear yearly Rents, Issues and Profits of the said hereby granted and released Hereditaments and Premises, **Upon this further Trust**, that they the said Trustees shall and do permit and suffer the same to be received, taken and enjoyed by such Person or Persons, who by Virtue of the Limitations herein after contained shall be intitled to and be in Possession of the said hereby granted and released Premises; and as to all and singular the herein before granted and released Messuages, &c. Hereditaments and Premises with their Appurtenances, **Subject** nevertheless to the Payment to them the said K. T. M. R. R. B. and W. B. the Grandsons of the said several Annuities of — so respectively payable to them during their respective Lives, in Manner as aforesaid, to, for, and upon the several Uses, Trusts, Intents and Purposes and subject to the Provisoes, herein after mentioned, limited, expressed and declared, of and concerning the same, (that is to say) **To the Use** and Behoof of the said L. B. and his Assigns, for and during the Term of his natural Life without Impeachment of or for any Manner of Waste, and from and after the Determination of that Estate, to the Use of the said S. P. and J. D. (the Trustees) and their Heirs during the Life of the said L. B. **Upon Trust** to preserve, &c. and from and after the Decease of the said L. B. **To the Use** of the Heirs of the Body of the said L. B. lawfully to be begotten; and for want of such Issue (Like Remainders to K. B. and W. B. the Grandsons); and for want of such Issue, **Then in Trust** that they the said Trustees and the Survivor of them, his Heirs or Assigns, shall and do either pay to or else permit and suffer the said K. T. to receive and take the clear yearly Rents, Issues and Profits of one undivided Moiety or Half-Part of and in all and singular the herein before granted and released Hereditaments and Premises, to and for her sole separate Use, Benefit and Disposal, for and during the Term of her natural Life; the same to be exclusive and not to be subject or liable to the Controul, &c. (Vide Marriage Settlement.) **Then** as to the said undivided Moiety or Half-Part of and in the said Premises, **To the Use** and Behoof of the Heirs of the Body of the said K. T. lawfully begotten or to be begotten, equally to be divided between them Share and Share alike, and to take as Tenants in common and not as Joint-Tenants (if more than one) and to the Heirs of his, her or their Bodies lawfully to be begotten; and in Default of such Issue, **Then in Trust** that they the said Trustees, (The like Remainder to Mrs. R. and the Heirs of her Body as before to K. T.) **Provided** always, and it is hereby expressly agreed and declared by and between all the said Parties to these Presents, that the said two several Annuities of — so herein before made payable to, &c. (the Grandsons) in Manner as aforesaid, shall be subject to and upon the several Trusts, Intents and Purposes, and under the several Provisoes and Agreements herein after mentioned, expressed and declared of and concerning the same respectively, (that is to say) that it shall and may be lawful to and for the said Trustees and the Survivor of them, and the Heirs, Executors and Assigns of the Survivor of them, during the Minority of them the said R. and W. B. the Grandsons, from and after Payment out of their said respective Annuities, so much and such Part thereof as shall be sufficient for their several Maintenances and Educations, and until their respective Ages of 21 Years, to put and place out the Residue or Surplus Monies of the same several Annuities, from Time to Time, when and as the same shall become payable, upon some good and sufficient Securities, either real or personal, or in any of the publick Stocks, Funds or Companies, with full Power for them the said Trustees to call in and new place out the same, as Occasion may require, in such Manner as they the said Trustees at any Time in their Discretion shall think fit, so as the best annual Interest and Produce be made thereof as conveniently may be without lessening the Principal; **And upon this further Trust**, that they the said Trustees, and the Survivor of them, his Heirs, Executors or Assigns, shall and do pay all the Interest and Produce to arise and be made of such Surplus Monies unto them the said R. B. and W. B. when and as they respectively shall attain to their several Ages of 21 Years; and in Case either of them shall happen to die before such Age, then the Part or Share of him so dying, of and in the said Interest Monies, shall go and be paid to the Survivor of them the said K. B. and W. B. at his like Age of 21 Years; and in Case of both of their Deaths before such Age, *Then* the said Interest Monies to go and be paid to such Person or Persons who by Virtue of the said Deed

As to the Annuity to the Grandson.

As to Residue of Rents, &c. to the Person in Remainder.

As to all Premises subject to the Annuities, to the Uses following, viz.

To the Use of L. B. and the Heirs of his Body.

Remainder to Trustees to preserve, &c. and to suffer L. B. to receive the Rents during Life.

Then as to one Moiety of Premises, in Trust for Mrs T. during her Life, for her separate Use.

After her Death to the Use of the Heirs of her Body.

Power for Trustees to put out the Grandson's Annuities at Interest.

Covenant to
levy a Fine.

of Partition shall be intituled to the Reversion and Inheritance of and in the said Premises; (*Power for Trustees to reimburse themselves*). And for the more effectual Conveying, Assuring and Confirming of all and singular the herein before granted and released Messuages, &c. to, for and upon the several Uses, Trusts, Intents and Purposes, and subject to the Provisoos herein and hereby mentioned, limited, expressed and declared, of and concerning the same, he the said R. B. for himself and for the said K. his Wife, and for their respective Heirs, doth covenant with the Trustees, &c. (*Declaration of the Uses thereof. Vide preceding Settlements.*) In Witness, &c.

A Settlement whereby the Son conveys his Freehold and Leasehold Estates to Trustees, towards the Payment of his Father's Debts, and in Consideration thereof the Father conveys his Freehold and Leasehold Estates to the same Trustees, to settle the Value of the Son's Estates to several Uses, and after such Settlement to sell or mortgage so much of the Remainder, as will pay the Residue of the Debts and Trustees Charges, and to convey the Residue to the Father.

Recital of the
Son's Free-
hold and
Leasehold
Estates.

Of the Fa-
ther's Free-
hold and
Leasehold
Estates.

Of the Fa-
ther's being
in Debt,
and the Son's
Agreement to
convey his
said Estates to
Trustees to be
sold towards
the payment
of his Father's
Debts; and
in Considera-
tion thereof
the Father
agrees to con-
vey his said
Estate to
Trustees to
settle the Va-
lue of the
Son's Estates
upon several
Uses,

and after such
Settlement to
sell so much
of the Re-
mainder, as
will pay the
Residue of the
Debts and the
Trustees
Charges,
and to con-
vey the Re-
sidue to the
Father.

THIS Indenture Tripartite, made, &c. Between J. W. of — and J. his Wife, one of the two Granddaughters and Coheirs of H. W. late of — deceased, of the first Part, W. W. Esq; eldest Son and Heir apparent of the said J. W. and J. his Wife, of the second Part, and N. W. of — and P. N. of — (Trustees) of the third Part. Whereas the said W. W. stands seised of the Freehold, and possessed of the Leasehold Messuages, &c. in the Schedule hereunto annexed mentioned and described, intituled the first Schedule, being the Estate late of the said H. W. his Grandfather, (that is to say) as to the Freehold Estates therein mentioned and described, to the Use of the said W. W. his Heirs and Assigns for ever; and as to the Leasehold Estates therein mentioned and described, to the Use of the said W. W. his Executors, Administrators and Assigns, during the Residue of the respective Terms therein to come: And whereas the said J. W. is seised in Fee of the several Freehold Manors, &c. and also possessed of the Leasehold Estates, during the Residue of the several Terms therein to come, in the Schedule herein annexed mentioned and described, intituled the second Schedule: And whereas the said J. W. is indebted to several Persons in the Schedule hereunto annexed mentioned, intituled the third Schedule, the several Sums of Money therein mentioned: And whereas the said W. W. out of his Love and filial Duty he hath and beareth to the said J. W. his Father, hath agreed, that all and every the Freehold Messuages, &c. comprized in the first Schedule, which were late the Estate of the said H. W. shall be conveyed to the said N. W. and P. N. and their Heirs, in Trust to be sold towards Payment of the said Schedule Debts, in Consideration whereof, the said J. W. hath agreed, that all and every the Manors, &c. both Freehold and Leasehold in the said Schedule hereunto annexed mentioned and described, intituled the second Schedule, shall be conveyed by the said J. W. To the Use of the said N. W. and P. N. their Heirs, Executors, Administrators and Assigns, upon Trust, in the first Place, to settle, convey and assure Lands of an equal Value of those comprized in the said first Schedule, agreed to be sold towards Payment of the Schedule Debts as aforesaid, to the separate Use of the said J. W. for her Life; and after her Decease to the Use of the said W. W. and the Heirs Male of his Body, lawfully to be begotten; Remainder to J. W. youngest Son of the said J. W. and the Heirs Male of the Body of the said J. W. lawfully to be begotten; and for want of such Issue, to the Use of such Person and Persons and for such Estate and Estates, Uses, Intents and Purposes, as the said J. W. notwithstanding her Coverture, and as if she were Sole and unmarried, shall direct or appoint; and for want of such Direction or Appointment, in Trust for the said J. her Heirs and Assigns, with Power for the said J. W. W. and J. W. respectively, to make Leases at a Rack Rent; and for the said W. W. and J. W. respectively, to limit Jointures, in such Manner as is herein after mentioned and expressed; And upon this further Trust, after such Settlement made, to sell so much and so many of the remaining Manors, &c. in the said second Schedule comprized, as will pay the Residue of the said Schedule Debts as shall remain unpaid, or by Mortgage to secure such of the said Schedule Debts as shall be thought fit to be continued a Charge on the said Estates, and after Raising, Paying or Securing the said Schedule Debts, and the Trustees Charges; Then upon further Trust to convey the Residue of the said Manors, &c. comprized in the said second Schedule that shall remain unsold, and also the Equity of Redemption of such of them as shall be thought proper to be mortgaged for such Sum and Sums of Money as shall be thought fit to be left a Charge upon the said Estate, to the said J. W. his Heirs and Assigns: Now this Indenture witnesseth, that for carrying the said Agreement into Execution, and for and in Consideration of the Sum of, &c. to the said W. W. in Hand paid by the said N. W. and P. N. at, &c.

&c. the Receipt, &c. and for divers others good Causes, &c. the said *W. W. Path* bargained, sold, aliened, released, ratified and confirmed, and by these Presents **Doth** fully, clearly and absolutely bargain, &c. unto the said *N. W.* and *P. N.* in their actual Possession, &c. and by Force, &c. their Heirs and Assigns, &c. **All** those Freehold Messuages, &c. late the Estate of the said *H. W.* contained; comprised and described in the Schedule hereunto annexed mentioned, intituled the first Schedule; and all Edifices, &c. thereunto belonging or appendant thereunto, or therewith, or with any Part thereof used, leased, demised or enjoyed, or accepted; reputed or taken to be Part, Parcel, or Member thereof, and the Reversion, &c. and all the Estate, &c. of the said *W. W.* in and to the same; together with all Deeds, &c. **To have and to hold** the said Messuage, &c. with their and every of their Appurtenances; to the said *N. W.* and *P. N.* their Heirs and Assigns, to the Use of them the said *N. W.* and *P. N.* their Heirs and Assigns, **Upon Trust**, to sell the same and apply the Money arising by such Sale towards Payment of the said Schedule Debts; in such Order and Precedency as they shall think fit, pursuant to the said recited Agreement. **And this Indenture further witnesseth**, that for the Consideration aforesaid, the said *W. W. Path* assigned, set over and transferred, and by these Presents **Doth** fully, clearly and absolutely assign, &c. unto the said *N. W.* and *P. N.* their Executors, Administrators and Assigns, all and every the Leases and Leasehold Houses, Tenements and Hereditaments in the said first Schedule hereunto annexed mentioned and described; and all Edifices, &c. and the Reversion, &c. and all the Estate, &c. of the said *W. W.* in and to the same; **To have and to hold** the said Leases and Leasehold Premises, unto the said *N. W.* and *P. N.* their Executors, Administrators and Assigns, from henceforth, for and during all the Rest, Residue and Remainder of the said several Terms of Years, in and by the said respective Leases granted, yet to come and unexpired; **In Trust** to sell the same by one or more Sale or Sales, and apply the Money arising by such Sales, towards Payment of the said Schedule Debts, in Manner and Form aforesaid, according to the said respective Agreement; **Subject** to the Rents and Covenants in the said respective Leases reserved and contained on the Tenant's or Lessee's Parts to be paid, done and performed. **And this Indenture further witnesseth**, that in Pursuance of such Part of the said recited Agreement, as by the said *J. W.* is to be performed, and for settling an Equivalent to the Freehold and Leasehold Messuage, &c. by the said *W. W.* conveyed and assigned to the said *N. W.* and *P. N.* to be sold towards Payment of the said Schedule Debts, as aforesaid, and for conveying Lands for Payments, or securing the Residue of the said Schedule Debts, as aforesaid, and for and in Consideration of the Sum of 10*s.* of, &c. to him the said *J. W.* in Hand paid by the said *N. W.* and *P. N.* at, &c. the Receipt, &c. and for divers other good Causes, &c. he the said *J. W. Path* granted, bargained, sold, aliened, released, ratified, confirmed, and by these Presents **Doth** fully, clearly and absolutely grant, &c. unto the said *N. W.* and *P. N.* in their actual Possession, &c. and their Heirs and Assigns, all those the Freehold Manors, &c. in the said Schedule hereunto annexed, intituled the second Schedule, contained, mentioned and described, with their and every of their Rights, &c. and all Messuages, &c. and the Reversion, &c. and all the Estate &c. and all Deeds, &c. **To have and to hold** the said Manors, &c. with their and every of their Rights, &c. unto the said *N. W.* and *P. N.* their Heirs and Assigns, **To the Use** of them the said *N. W.* and *P. N.* their Heirs and Assigns, upon Trust, in the first Place, to settle and convey the several Manors, &c. in the fourth Schedule hereunto annexed mentioned and computed to be of the yearly Value of 100*l.* or thereabouts, being Part of the said Manors, &c. in the second Schedule contained, and which are computed to be of equal Value with the said Messuages, Houses and Hereditaments, late the Estate of the said *H. W.* hereby conveyed and assigned by the said *W. W.* to the said *N. W.* and *P. N.* to be sold towards Payment of the Schedule Debts, as aforesaid, to the Use of Trustees for the said *J. W.* for her separate Use for her Life, and after her Decease, to the Use of the said *W. W.* and the Heirs Male of his Body lawfully to be begotten; and for want of such Issue, to the Use of the said *G. W.* and the Heirs Male of his Body lawfully to be begotten; and for want of such Issue, to the Use of such Person and Persons, and for such Estate and Estates, Uses, Trusts, Intents and Purposes, as the said *J. W.* notwithstanding her Coverture, and as if she were sole and unmarried, shall direct or appoint; and for want of such Direction or Appointment, to the Use of the said *J. W.* her Heirs and Assigns for ever, with Power to the said *J. W. W. W.* and *G. W.* when in Possession, to make Leases at a Rack-Rent for 21 Years; and also with Power to the said *W. W.* and *G. W.* when in Possession, if they shall marry with the Consent of the said *J. W.* and *J.* his Wife, or of the Survivor of them, to limit Jointures to such Women as they shall respectively marry, for the Life of such Women; and upon further Trust, by an absolute Sale or Mortgage of such Part of the Residue of the said Manors and Premises contained in the said second Schedule, to pay or secure the Residue of the said Schedule Debts, and to convey what shall remain unsold, and the Equity of Redemption of what shall be mortgaged,

Release of the
Son's Free-
hold Estate;

upon Trust to
sell to pay his
Father's
Debts,

and Assign-
ment of his
Leasehold
Estate,

upon the like
Trust.

Release of the
Father's Free-
hold Estate.

Upon Trust
to settle the
same as before
recited.

And Assign-
ment of his
Leasehold
Estate.

To sell the
same, &c.

Declaration to
indemnify the
Purchasers.

Covenants,
&c.

mortgaged, to the said J. W. his Heirs and Assigns, pursuant to the said recited Agreement: **And this Indenture further witnesseth**, that the said J. W. for the Consideration aforesaid, **Doth** granted, bargained, sold, assigned, set over and transferred, and by these Presents **Doth** fully, clearly and absolutely grant, &c. unto the said N. W. and P. N. their Executors, Administrators and Assigns, **All** and every the Houses and Leasehold Estates of him the said J. W. in the said second Schedule hereunto annexed and mentioned, with their Rights, Members, Appendants and Appurtenances, and the Reversion, &c. and all the Estate, &c. **To have and to hold** the said Leases and Leasehold Premises, unto the said N. W. and P. N. their Executors, Administrators and Assigns, from henceforth, for and during all the Residue and Remainder of the said respective Terms thereof respectively granted, and now to come and unexpired, **Subject** to the Rents and Covenants in the said respective Leases contained, on the respective Tenants Parts to be paid, done and performed; **Upon Trust** absolutely to sell the same, either together or in Parcels, and to pay and apply the Monies arising by such Sale or Sales, towards the Payment of the said Schedule Debts, in Manner aforesaid, pursuant to the said recited Agreement. **And it is declared** and agreed by and between the said Parties to these Presents, that the Persons who shall purchase any Part of the said Trust Estate, on Payment of his, her or their Purchase Money to the said Trustees, or one of them, shall be fully and absolutely discharged from the Payment thereof, and shall not be answerable for any Misapplication or Non-application thereof, or any Part thereof; and if the said Purchasers, or any of them shall be sued or molested upon Account of such Misapplication and Non-application, then and in such Case, the said J. W. for himself, &c. doth covenant, &c. *(to indemnify the Purchasers from all Damages to be occasioned thereby. Covenant from the Father that he and his Wife will produce and deliver Deeds to enable the Trustees to make a Title, and join in the Conveyance. Vide Tit. Covenants. Proviso, that the Trustees shall not be answerable for each others Acts, but they shall be allowed Expences, &c. Vide Tit. Proviso. Covenant that J. W. is lawfully seised of the Freehold Premises, and also possessed of the Leasehold Premises; and hath Power to convey; and that the Trustees shall peaceably enjoy on the Trusts before mentioned; free from Incumbrances, the said Schedule Debts excepted; and that J. W. will make further Assurance. Vide Tit. Covenants.)* **In Witness, &c.**

Settlement on two Sons by the Father in his Life-time, to operate to the Uses and Trusts therein mentioned, but subject to the Uses of his Will, and also to Revocation, if he should think fit so to order and appoint.

Consideration.

Recital of the
Lease for
Years.

To the Father
in Fee.

THIS Indenture Tripartite, &c. Between J. P. of, &c. Esq; of the first Part, J. P. eldest Son of the said J. P. and W. P. youngest Son of the said J. P. of the second Part, and Sir S. A. Bart. and T. P. of, &c. Esq; of the third Part, **Witnesseth**, that for settling and assuring the Manors, Mansion-Houses, Messuages, Bartons, &c. **To such Uses**, upon such Trusts, and to and for such Intents and Purposes, and with and under such Provisoes, Powers and Agreements as are herein after limited, declared and expressed of and concerning the same, and for and in Consideration of the Sum of 10 s. of &c. to the said J. P. the Father, in Hand paid by the said Sir S. A. and T. P. *(the Trustees)* at or before the Sealing, &c. he the said J. P. the Father, **Doth** granted, released and confirmed, and by these Presents **Doth**, &c. unto the said *(the Trustees)* (in their actual Possession now being) and to their Heirs, **All** that the Manors, &c. and the Reversion and Reversions, &c. and all the Estate, &c. **To have and to hold** the said Manors, &c. and all and singular the Premises, with their and every of their Appurtenances, unto the said *(the Trustees)* and their Heirs, **To such Uses**, upon such Trusts, and to and for such Intents and Purposes, and with and under such Provisoes, Powers and Agreements as are herein after limited, expressed and declared of and concerning the same; that is to say, **To the Use** of the said J. P. the Father, for Life *sans Waste*; and from and after his Decease, then **To the Use** and Behoof of the said J. P. the Son for Life *sans Waste*; **To the Use** and Behoof of the said *(Trustees to preserve Contingent Remainders)*; but nevertheless in Trust to permit the said J. P. the Son and his Assigns, to receive and take the Rents, &c. and from and after his Decease, **To the Use** and Behoof of the first Son, &c. *(Vide Limitation of Uses and Trusts, p. 456 to both Sons and Daughters)*; and for Default of such Issue, **To the Use** of all and every the Daughter and Daughters of the Body, &c. *(Remainder to the Daughters of W. P. in like Manner)*; and for Default of such Issue, **To the Use** of the said J. P. the Father, his Heirs and Assigns for ever; **And** the other Moiety of the said Premises herein before limited in the Use to the said J. P. the Son, after the Decease of the said J. P. the Father, from and after the several and respective Uses and Estates herein before limited, **To the Use** and Behoof of all and every the Daughter and Daughters of the Body of the said W. P. &c. *(the Limitation of the other Moiety to W. P.'s Daughter to take by Survivorship)*;

ship); and for Default of such Issue, **To the Use** and Behoof of the said Dame *A. D.* and *M. P.* to take as Tenants in Common, and not as Joint-Tenants, and of the several Heirs of their Bodies issuing, &c. (*Remainder to D. A. M. and M. P. as Tenants in Common, and to take by Survivorship*); and for Default of such Issue, **To the Use** of the said *J. P.* the Father, his Heirs and Assigns for ever, and as for, touching and concerning the Messuages, Lands, Tenements and Hereditaments in the said Parish of South *M.* from and immediately after the Decease of the said *J. P.* the Father, to the only Use and Behoof of the said *W. P.* his Heirs and Assigns for ever; *And as for*, touching and concerning the said Mansion-House, &c. **To the Use** and Behoof of the said *W. P.* for and during the Term of his natural Life, without Impeachment of or for any Manner of Waste, &c. (*Remainder to the youngest Son, &c. in the same Order as in Limitations of Uses and Trusts, p. 456.*) and for Default of such Issue, **To the Use** and Behoof of the said *J. P.* the Son, his Heirs and Assigns for ever: **Provided always**, and it is hereby declared and agreed by and between the said Parties to these Presents, that it shall and may be lawful, &c. (*Power to lease for Lives or for 21 Years, as before in Marriage Settlements, and the same Power to future Persons in Possession*;) **Provided always**, and it is hereby declared and agreed by and between the said Parties to these Presents, that after the Decease of the said *J. P.* the Father, it shall and may be lawful to and for the said *J. P.* the Son, and *W. P.* and the Heirs Male of their Bodies respectively, when they or any of them respectively shall be in the actual Possession of the said Manors and Premises, or any Part or Parts thereof respectively, by Virtue of any the Limitations aforesaid, to assign, convey, limit or appoint, by any Deed or Deeds indented, under their Hands and Seals respectively, to be attested by three or more credible Witnesses, the said Mansion-House, &c. **Provided always**, and it is hereby agreed and declared by and between the said Parties to these Presents, that the said House, &c. and Premises herein before mentioned and intended to be hereby granted and released, and every of them, and every Part and Parcel thereof, and the Rents, Issues and Profits thereof, *shall be subject* and liable to and charged with the Raising and Payment of such yearly or other Sum or Sums of Money, as he the said *J. P.* the Father, by his last Will and Testament in Writing, or by any Writing purporting to be his last Will and Testament, to be subscribed and published by him in the Presence of three or more credible Witnesses, or by any Codicil or Codicils to his Will, so subscribed and published, shall direct or appoint to be raised and paid by or out of the said Manors and Premises, or any of them, or any Part or Parts of them, or any of them, or by or out any of the Rents, Issues or Profits thereof; **And** that it shall and may be lawful to and for the said *J. P.* the Father, from Time to Time, by any Deed or Deeds under his Hand and Seal, and sealed and delivered in the Presence of three or more credible Witnesses, or by his last Will and Testament in Writing under his Hand and Seal, attested by three or more credible Witnesses, to revoke, annul, make void, alter or change any of the Uses, Trusts, Estates, Powers or Provisoes herein before limited, raised, appointed or declared, and by the same, or any other Deed or Deeds, or by any other Deed or Deeds under his Hand and Seal, attested in like Manner as aforesaid, or by his last Will and Testament in Writing, attested in the like Manner as aforesaid, to limit or appoint any new or other Use or Uses, Estate or Estates, or Trust or Trusts, of or concerning the before mentioned Manors and Premises, or any of them, or any Part or Parts thereof; any Thing in these Presents contained to the contrary thereof in any wise notwithstanding. **In Witnesses, &c.**

Remainder to the Father in Fee.

Remainder to *J. P.* in Fee.

Power for Sons to make Jointures when in Possession.

This Deed subjected to the Father's Will.

Power of Revocation.

A Settlement, reciting that a Father by his Will had bequeathed a certain Sum of Money to Trustees to be laid out at Interest, and the Interest to be applied towards the Maintenance of one of his Sons who was a Lunatick. The Mother by this Deed makes a further Settlement (on the Lunatick) out of her own proper Monies, with a Proviso in Case he was restored to his Sanity.

THIS Indenture Tripartite, made, &c. **Between** *J. A.* of, &c. and *R. A.* (Son and Heir apparent of the said *J. A.*) of the first Part, *W. G.* of, &c. and *A. G.* of, &c. (Brother of him the said *W. G.*) of the second Part, and *A. G.* of, &c. Widow (Mother of them the said *W. G.* and *A. G.*) and Executrix of the last Will and Testament of *T. G.* late of, &c. her late Husband deceased, of the third Part. **Whereas** the said *T. G.* the said late Father of them the said *W. G.* and *A. G.* and Husband of her the said *A. G.* in and by his last Will and Testament in Writing, bearing Date, &c. (amongst other Devises, Gifts and Bequests therein contained) *Did give* and bequeath the Sum of — to be paid within one Month next after his Decease by his Executrix, out of his personal Estate, into the Hands of them the said *W. G.* and *A. G.* his Sons, *In Trust* for the Use and Benefit of *J. G.* his Son, then and yet being of an unsound Mind and Memory, to be by them the said *W.* and *A.* his Sons put to Interest, or

Recital of a Provision for a Lunatick Son by Will.

otherwise laid out for the Use and Benefit of the said *J. G.* his (*the said Testator's*) Son, in such Manner as to them the said *W. G.* and *A. G.* should seem most meet and convenient; And his Will was, that they the said *W.* and *A.* his said Sons should yearly employ the Interest, Produce and Increase of — in the Maintenance of the said *J.* his (*the said Testator's*) Son; and might also, if they thought meet, employ and dispose of any Part of the Principal Sum in and for his Maintenance, (if there should be Occasion): And if it pleased God to restore him the said Testator's Son *J.* to his right Senses, his Will was, that the said Sum of 300 *l.* and the Interest, Produce and Increase thereof, or such and so much of the said Principal and Interest, as should not then be laid out and expended in the Maintenance of the said *J.* according to the said Will, should be paid by them the said *W. G.* and *A. G.* his (*the said Testator's*) said Sons, into the Hands of the said *J. G.* his said Son; but if the said *J.* his Son should happen to die before his former Senses should be restored, then his Will was, that all such and so much of the said 300 *l.* and Interest as should not be expended, should after such the Decease of the said *J.* his (*the said Testator's*) Son be paid to the Executors, or Administrators of the said *J.* his Son, and of his said Will made the said *A. G.* then his Wife, Executrix; as in and by the said recited last Will and Testament of the said *T. G.* Relation being thereunto had, it doth and may more plainly appear: And whereas the said *A. G.* hath not only paid the said — into the Hands of the said *W. G.* and *A. G.* her Sons, pursuant to the said Will, but hath also out of her Motherly Affection for the making a further and better Provision for the said *J.* her Son, in Regard his Senses are not as yet restored, paid into the Hands of the said *W. G.* and *A. G.* her Sons the Sum of 210 *l.* of her own proper Monies, to be with the said — laid out in purchasing the Messuage, &c. to be settled as herein after is mentioned: Now this Indenture witnesseth, that for and in Consideration of the said several and respective Sums of — and — to the said *J. A.* and *R. A.* or one of them, with the Consent of the other, in Hand well and truly paid by the said *W. G.* and *A. G.* or one of them, at or before the Execution hereof, (for the absolute Purchase of the Messuage, Lands and Tenements herein after mentioned, and intended to be hereby released and conveyed) the Receipt whereof, &c. and for divers other good Causes and Considerations them hereunto moving, They the said *J. A.* and *R. A.* Have, and each of them hath granted, bargained, sold, aliened, released and confirmed, and by these Presents Do, &c. unto the said *W. G.* and *A. G.* (in their actual Possession, &c. and by Force of the Statute made for Transferring Uses into Possession) and to their Heirs, All that, &c. and the Reversion, &c. and all the Estate, &c. and all Deeds, Evidences and Writings whatsoever, which relate to or concern the said Premises only, or only any Part thereof, &c. To have and to hold the said Messuage or Tenement, &c. and all and singular other the Premises herein and hereby granted and released, or mentioned or intended so to be, and every Part and Parcel thereof, with their and every of their Appurtenances, unto them the said *W. G.* and *A. G.* (*the Trustees*) their Heirs and Assigns, to the only proper Use and Behoof of them the said *W. G.* and *A. G.* and of their Heirs and Assigns for ever; Subject to and upon and under the several Trusts, Limitations, Provisoos and Agreements, and to and for the several Uses, Intents and Purposes herein after mentioned, expressed and declared of and concerning the same, (that is to say) In Trust, to the Intent that they the said *W. G.* and *A. G.* their Heirs and Assigns, do and shall yearly and every Year, during so long Time as they the said *J. G.* and *A. G.* shall both live, apply and pay the Rents, Issues and Profits of all and singular the said Messuage, Lands and Premises, in Manner following, (that is to say) That they the said *W. G.* and *A. G.* do and shall in the first Place apply and pay the Sum of — being the Interest (without any Deduction) for the Maintenance of the said *J. G.* (*the Lunatick*) and all the Rest, Residue or Overplus of the said Rents, Issues and Profits of the said Premises, (after they the said *W. G.* and *A. G.* and their Heirs, shall have first defalked and deducted to themselves their reasonable Costs and Expences in and about the Management of this Trust) Do and shall pay to the said *A. G.* her Executors, Administrators or Assigns; and after the Death and Decease of either of them the said *J. G.* and *A. G.* and in Case of the Death and Decease of the said *J. G.* before the Death and Decease of the said *A. G.* his Mother, Then upon this further Trust, that they the said *W. G.* and *A. G.* and their Heirs, do and shall sell all and singular the said Messuage, Lands and Premises hereby granted and released, or intended so to be, with their Appurtenances, and out of the Monies arising by such Sale, do and shall pay the Sum of — and so much of the said Annuity or Sum of — per Ann. as shall not be expended, laid out or paid, unto the Executors or Administrators of the said *J. G.* in Lieu of the aforesaid Legacy or Sum of — given to the said *J. G.* and joined with the said — to purchase the aforesaid, Messuage, Lands and Premises, and the Interest thereof; and all the Rest, Residue or Overplus of the Monies arising by such Sale, after the said Sum of — so appointed to be paid thereout, shall be paid, and all their reasonable Costs and Expences shall be fully satisfied, do and shall from Time to Time, and at all Times during the natural Life of the said *A. G.* put out to Interest, and call and take in and put out again, as they shall see requisite, and all the Interest

The Mother's
Performance
of her Hus-
band's Will,
and her fur-
ther Provi-
sion.

The Purchase.

Lease for
Years.

Habendum.

Trusts.

The Profits to
the Lunatick
for Life.

Trustees to be
paid their Ex-
pences;

Remainder to
the Mother;

interest arising therefrom or made thereof during her Life, do and shall yearly pay to the said *A. G.* for her sole Use; And after the Decease of the said *A. G.* Then all such Rest, Residue or Remainder to Overplus, shall be for the Use of them the said *W. G.* and *A. G.* their Executors, Administrators and Assigns, equally between them to be divided; And in Case of the Death and Decease of the said *A. G.* before the Death and Decease of the said *J. G.* Then upon this Trust, and to the End that they the said *W. G.* and *A. G.* and their Heirs, do and shall from Time to Time, and at all Times during the natural Life of the said *J. G.* apply and pay the whole Rents, Issues and Profits of the said Messuage, Lands and Premises hereby granted and released, or intended so to be, with their Appurtenances, (they first deducting thereout their reasonable Costs and Expences in the Management and Execution of this Trust) for the Maintenance of the said *J. G.* and after the Decease of the said *J. G.* Then upon this further Trust, that they the said *W. G.* and *A. G.* or their Heirs, do and shall sell all and singular the said Messuage, Lands and Premises hereby granted and released, or intended so to be, with their Appurtenances, and out of the Monies arising by Sale thereof, do and shall pay the Sum of — together with such Part of the Interest thereof as they shall not have expended in the Maintenance of the said *J. G.* unto the Administrators of the said *J. G.* in Lieu of the said Legacy or Sum of — joined to purchase as aforesaid; and the Interest thereof, and all the Rest, Residue or Overplus of the Monies arising by such Sale of the said Messuage, Lands and Premises hereby granted and released, or intended so to be, with their Appurtenances, shall be detained and kept and equally divided by and between the said *W. G.* and *A. G.* for the Use and Benefit of themselves, their Executors, Administrators and Assigns: **Provided always**, and it is the true Intent and Meaning of these Presents, and of the Parties hereunto, that if it shall please Almighty God to restore the said *J. G.* to his former Senses in the Life-time of his said Mother the said *A. G.* that then they the said *W. G.* and *A. G.* or their Heirs, may and shall, by Sale of Part of the said Messuage, Lands and Premises hereby granted and released, or intended so to be, or by Mortgage of the Whole, levy and raise the Sum of — and pay the same to the said *J. G.* his Executors, Administrators and Assigns, in Lieu of his said Legacy or Sum of — joined to Purchase as aforesaid; and when and after the said last named Sum of — shall be levied, raised and paid, according to the true Meaning hereof, Then they the said *W. G.* and *A. G.* and their Heirs, shall and will stand and be seised of and in such Part of the said Messuage, Lands and Premises, as shall be remaining unsold, in Case Sale is made of Part thereof, for the Payment of the said last named Sum of — to and for the Use of the said *A. G.* for and during the Term of her natural Life; and after her Decease, &c. (*common Limitations*): **Provided always**, and it is the further Meaning of these Presents, and the Parties hereto, that if the said *J. G.* shall not be restored to his former Senses in his Mother's Life-time, but after her Decease it shall please Almighty God so to restore him to his Senses, Then they the said *W. G.* and *A. G.* or their Heirs, shall and will stand and be seised of and in all and singular the said Messuage, Lands and Premises, with their Appurtenances, **In Trust** for and for the only Use of the said *J. G.* and his Heirs and Assigns for ever, and to and for no other Use, Intent or Purpose whatsoever: And the said *J. A.* and *R. A.* for themselves, their Heirs, Executors and Administrators, and for every of them, **Do**, and each of them **Doth** covenant, promise, grant and agree, to and with the said *W. G.* and *A. G.* &c. (*Covenant that they are rightfully seised; vide Covenants. A Covenant of good Right to convey to the Releasee in Manner as aforesaid. A Covenant for quiet Enjoyment, subject to the Trusts, Limitations, Provisoes and Agreements aforesaid; vide Covenants.*) **In Witness, &c.**

the Sons of the Widow and Brothers of the Lunatick.

Contingency as to the Death of the Mother or Lunatick.

Proviso in Case of the Lunatick's recovering his Sanity.

The Lunatick in Case he recovers his Sanity, to be seised in Fee.

Settlement from a Father to his Daughter, whereby he deposits a certain Sum of Money in Trustees Hands for the Daughter's separate Use, not to be liable to the Husband's Debts or Engagements, and the Father reserves to himself a Power of Revocation, and of appointing new Uses; the Receipt of the Sum of Money indorsed and signed by one of the Trustees.

THIS Indenture Tripartite, made, &c. **Between** *T. B.* of, &c. Esq; of the first Part, *A. M. B.* of, &c. Spinster, of the second Part, and *A. B.* and *C. D.* (two Trustees nominated and appointed by them the said *T. B.* and *A. M. B.* to, for and upon the several Trusts, Intents and Purposes herein after mentioned and expressed) of the third Part. **Whereas** for Docketing, Barring and Extinguishing of all Estates-tail, and of all Remainders and Reversions thereupon expectant and depending, of and in several Messuages, &c. or any of them, with their Appurtenances, *He* the said *T. B.* and at his special Instance and Request, the said *A. M.* his Daughter, *Hath* joined in levying a Fine and suffering a common Recovery of the said Messuages, &c. the Uses of which Recovery, by a Deed by them duly executed, has been declared to enure to the said *T. B.* his Heirs and Assigns for ever; and in Consideration thereof,

Recital of a Fine and Recovery.

He

General Release from the Father to the Daughter. *He the said T. B. Hath* duly executed a general Release, bearing even Date herewith, and hath thereby freely, clearly and absolutely remised, released and for ever quit-claimed unto the said *A. M. B.* her Heirs, Executors and Administrators, *As well* all and every the Sum and Sums of Money as are now any ways due or payable to him from the said *A. M. B.* for, upon Account or in Respect of her Maintenance and Education, or any other Matter or Thing whatsoever; *As also* of and from all and all Manner of Actions, Suits, Charges and Demands whatsoever, touching and concerning the same, or otherwise howsoever in such Manner as therein is mentioned: **And whereas** the said *T. B.* in further Consideration thereof, and also of the natural Love and Affection which he hath for and beareth to the said *A. M. B.* and to the End and Intent to make some present and future Provision for her Support, Maintenance and Preferment in the World, *Hath*, on the Day of the Date hereof, actually paid and deposited into the Hands of the said *A. B.* and *C. D.* (the Trustees) or one of them, the Sum of —, the Receipt whereof, &c. **Now this Indenture witnesseth**, and it is hereby agreed and declared by and between all and every the Parties hereunto, and the true Intent and Meaning of them and of these Presents is, That the said Principal Sum of — so paid and deposited into the Hands of them the said *A. B.* and *C. D.* or one of them as aforesaid, together with all the Interest, Profits and other Produce whatsoever, to arise or be had or made thereof, shall from henceforth go, be paid, applied and disposed of, to, for and upon the several Trusts, Intents and Purposes, and subject to the Provisoes herein after mentioned, expressed and declared of and concerning the same, (that is to say) Upon the special Trust, that they the said *A. B.* and *C. D.* or the Survivor of them, his Executors or Administrators, by and with the Consent and Approbation of the said *T. B.* during his Life, and after his Death, then of the said *A. M. B.* the same to be testified by any Writing under his or her Hand and Seal, shall and do, as soon as conveniently can or may be, put and plate out the said Sum of — upon one or more good and sufficient Mortgage or Mortgages of Freehold, Copyhold or Leasehold Lands, or else shall and will lay out and invest the same or any Part thereof by and with such Consent as aforesaid, in the Purchase of *South-Sea Annuities*; or in any of the publick Stocks, Banks, Companies or Funds, together with full Power for them the said *A. B.* and *C. D.* (by and with such Consent as aforesaid) at any Time to call in, remove and new place out the said Principal Monies, or any Part thereof, as Occasion may require, so as the best annual Interest, Produce and Profit be made thereof, as conveniently can or may be without lessening the Principal: **And upon this further Trust** and Confidence, That they the said Trustees, or the Survivor of them, his Executors or Administrators, shall and do pay all the Interest, Produce, Dividends and Profits to arise or be had or made of the said Sum of — from Time to Time, when and as soon as the same shall become due and payable, and be by them the said Trustees received, unto the said *A. M. B.* until such Time as she shall think fit to be married; and upon such her Marriage (in case the same shall be by and with the Consent and Approbation of the said *T. B.* if living, and in case of his Death, then by and with the Consent of the said Trustees or the Survivor of them, if they or either of them shall be then living, in such Manner as herein after is mentioned), **Then upon this further special Trust**, That they the said Trustees above-named, or the Survivor of them, his Executors or Administrators, shall and do pay all the yearly Interest, Profit and Produce of the said — unto the said *A. M. B.* or as she shall appoint by any Writing under her Hand, notwithstanding her Coverture; the same to go and be to and for her sole and separate Use, Benefit and Disposal, for and during her natural Life, exclusive of any Husband, &c. (To be free from the Husband's Controul, and not liable to his Engagements, as in several of the preceding Settlements.) **And from** and immediately after the Death of her the said *A. M. B.* (in case she marries with such Consent as aforesaid), **Then upon this further Trust**, that if there shall be any Child or Children born of her Body, living at the Time of her Death, then as to the said Principal Sum of 1000 *l.* in Trust for and to be applied and disposed of as and for the Portion or Portions of all and every the Child or Children of the said *A. M.* that shall be living at the Time of her Death, in equal Shares and Proportions, (if more than one) and if there shall, &c. (Vide **Limitations of Uses and Trusts**): **Provided always**, That it shall and may be lawful to and for the said Trustees, their Executors, Administrators and Assigns, during the Minority of any of such Children respectively, to issue and apply so much and such Part of the Portion or Portions hereby provided for them respectively, for the placing them out in any Trade, Profession or Employment, as to the said Trustees, their Executors, Administrators or Assigns shall seem requisite: **Provided also**, That if any of such Children shall happen to die, &c. (the Survivors to take equally): **Provided also**, and it is hereby expressly agreed and declared, by and between all and every the Parties to these Presents, and their true Intent and Meaning is, that in case the said *A. M. B.* shall happen to die in the Life-time of the said *T. B.* unmarried, or in case she the said *A. M. B.* shall during the Life-time of the said *T. B.* or after his Death, intermarry with any Person whomsoever, without the Consent and Approbation of him the said *T. B.* if living, but if dead, then without the Consent of the said *C. W.* and *T. S.* or the Survivor of them, if they or either of them shall be then living; such

Consideration.

The Trust.

Provision for putting out the Children to Trades.

The Daughter not to marry without the Father's Consent, if living; if dead, not without the Trustees Consent.

Consent

Consent and Approbation to be in Writing, under the Hand and Seal or Hands and Seals of the said *T. B.* or of the said Trustees or the Survivor of them, attested by two or more credible Witnesses; or in case the said *A. M. B.* on her Marriage with such Consent as aforesaid, shall die without leaving any Child or Children born of her Body, living at the Time of her Decease, or there being such Child or Children, all of them shall happen to die before the said 1000 *l.* hereby intended for their Portions, shall become due and payable to them in Manner as aforesaid; then and in any of the Cases aforesaid, **Upon this further Trust** That they the said Trustees or the survivor of them, his Executors, Administrators or Assigns, shall and do pay, transfer and assign, the said Principal Sum of 1000 *l.* and all the interest and Produce thereof, together with all Securities then taken for the same, to such Person or Persons, and for such Uses, Trusts, Intents and Purposes, and with and under such Conditions, and with or without Power of Revocation, and in such manner and Form, as he the said *T. B.* (by any Deed or Writing, or by his last Will and Testament in Writing to be by him duly executed in the Presence of two or more credible Witnesses), shall give, dispose, direct, limit or appoint the same; and for want of such Gift, Disposition, Direction, Limitation or Appointment, then in Trust for the Executors and Administrators of the said *T. B.* any Thing, &c. **Provided always**, and it is hereby further agreed, intended and declared by and between all and every the Parties, &c. (*Vide Trustees to be reimbursed, and not answerable for each other, in the first Settlement before Marriage.*) **Provided always**, and it is hereby expressly agreed and declared by and between all and every the Parties to these Presents, and the true Intent and Meaning is that it shall and may be lawful to and for the said *T. B.* at any Time hereafter by any Deed or Deeds, Writing or Writings, or by his last Will and Testament in Writing, to be subscribed and sealed by him in the Presence of three or more credible Witnesses, to alter, revoke and make void these Presents, or all or any of the Uses and Trusts herein before limited, expressed and declared, of and concerning the said Monies and Premises, or any Part thereof, and by the same Deed, Writing or Will or by any other Deed, Writing or Will to be by him subscribed and sealed in Manner as aforesaid, to limit, direct, appoint or declare such other new Uses, Trust or Trusts of and concerning the said Monies and Premises or any Part thereof, in such Manner as the said *T. B.* shall at any Time think fit, any Thing, &c. **Provided lastly** and it is hereby further declared and agreed by and between the said Parties to these Presents, that if the said *A. M. B.* shall at any Time hereafter marry with such consent and Approbation as aforesaid, then and in such Case it shall be lawful to the said Trustees, their Executors and Administrators, to sell and dispose of the Securities to be taken for the said 1000 *l.* or call in the Money placed out thereon, and to lay out — and invest the said Principal Sum of — in the Purchase of Lands, Tenements or Hereditaments in Fee-simple, and settle, convey and assure the same when so purchased, to the Uses and for the Benefit of the said *A. M.* and such Husband as she shall so marry with such Consent as aforesaid, but not otherwise, and of the Children of her body to be begotten in common Settlement, or in such other Manner as Counsel shall advise; any Thing herein before contained to the contrary in any wise notwithstanding. **In Witness, &c.**

Power for the Father to limit new Uses by Will or otherwise.

Power of Revocation vested in the Father, and to appoint new Uses.

Power for the Trustees to lay out the Money in a Purchase, to such Uses as they shall think proper.

An Indorsement subscribed by one of the Trustees.

THE within named *T. S.* doth hereby acknowledge to have had and received on the Day of the Date hereof, of and from the within named *T. B.* the sum of — within mentioned to be deposited in the Hands of *C. W.* and me the hereunder subscribed *T. S.* and I the said *T. S.* do hereby promise that the same and Interest thereof shall be applied according to the several Trusts within mentioned and appointed; as Witness my Hand the Day first within written.

This Deed is a Mortgage from the Father to the Trustees named in the foregoing Settlement, whereby he, in Consideration of his Daughter's Fortune, settled by the last Deed, demises to the Trustees certain Lands for the Term of 500 Years, for securing the same with Interest.

THIS Indenture Tripartite made, &c. Between *T. B.* of, &c. Esq; of the first Part, *A. M. B.* of, &c. Spinster, the only Child of the said *T. B.* of the second Part, and *C. W.* of, &c. and *T. S.* of, &c. of the third Part. **Whereas** in and by Indenture Tripartite, made between the Parties to these Presents, bearing Date, &c. (*Recital of the last preceding Settlement and the indorsement thereon.*) **Now this Indenture witnesseth**, that they the said *C. W.* and *T. S.* in Pursuance of the said Trust in them reposed by the said recited Indenture Tripartite, and in Execution thereof, have (with the Consent and Approbation as well of the said

A Mortgage of Lands, &c. to the Trustees, in Con-

Consideration of
the Daughter's
Portion.

Habendum for
500 Years.

faid *T. B.* as also of the faid *A. M. B.* signified by their being Parties to, and Signing and Sealing these Presents) placed out the faid Principal Sum of 1000*l.* acknowledged by the faid *T. S.* to have been received by him, to be applied according to the Trusts in the faid recired Indenture to the faid *T. B.* upon the Security of these Presents: **And this Indenture further witnesseth**, that the faid *T. B.* for and in Consideration of the faid Sum of — by the faid *C. W.* and *T. S.* (*the Trustees*) or one of them, to the faid *T. B.* in Hand well and truly paid, at or before the Sealing and Delivery of these Presents, the Receipt whereof, &c. hath granted, bargained, sold, demised, leased and to Farm letten, and by these Presents **Doth**, &c. unto the faid *C. W.* and *T. S.* **All**, &c. (*the Parcels*); **To have and to hold** the faid Messuage, &c. and all and singular other the Premises herein before mentioned and hereby granted, sold or demised, or mentioned so to be, with their and every of their Appurtenances, unto the faid *C. W.* and *T. S.* and the Survivor of them, and the Executors and Administrators of such Survivor, from the Day of the Date of these Presents, for and during and unto the full End and Term of 500 Years, from thence next ensuing and fully to be compleat and ended, without Impeachment of or for any Manner of Waste; **Fielding and paying** therefore, during the faid Term hereby granted, unto the faid *T. B.* his Heirs or Assigns, the Rent of one Pepper Corn only, upon the 24th Day of *June*, in every Year, if the same shall be lawfully demanded of the Persons of the faid *C. W.* and *T. S.* or the Survivor of them, or the Executors, Administrators and Assigns of such Survivor: **Provided always**, and upon this Condition nevertheless, that if the faid *T. B.* his Heirs, Executors, Administrators or Assigns, or any of them, shall and do well and truly pay or cause to be paid unto the faid *C. W.* and *T. S.* or the Survivor of them, or the Executors, Administrators or Assigns of the Survivor of them, &c. (*then goes on as in common Mortgages by Demise, to the End; vide Tit. Mortgages*). **In Witness**, &c.

Settlement by a Husband on his Wife's Brother, in Case of Failure of Issue of the Marriage, on Condition that the Wife's Brother would procure himself to be created a Baronet, and take upon him the Surname and Arms of D. with Power of Revocation, &c.

Consideration.

Recital of his
Power.

Revocation.

New Limita-
tion in case of
no Issue.

Exception.

Term of
2000 Years,

THIS Indenture made, &c. Between Sir *W. D.* of, &c. Bart. of the one Part, and *W. P. W.* of, &c. Esq; of the other Part, **Witnesseth**, that in Consideration of the great Love and Friendship which he the faid Sir *W. D.* hath and beareth towards the faid *W. P. W.* being the Brother of Dame *A.* Wife of the faid Sir *W. D.* and in Consideration of 5*s.* in Hand paid by the faid *W. P. W.* the Receipt whereof is hereby acknowledged, and for divers other good Causes and Considerations him the faid Sir *W. D.* thereunto especially moving, **And for the settling and conveying** of all and singular his Freehold and Leasehold Lands, Manors, &c. to the Uses, Intents and Purposes herein after mentioned, and in Pursuance of the Power and Authority given or reserved to the faid Sir *W. D.* by an Indenture *Quinquartite*, bearing Date, &c. being a Settlement made on the Marriage of the faid Sir *W. D.* with Dame *A.* his Wife, or of any other Power or Powers whatsoever any Ways vested in or belonging to the faid Sir *W. D.* he the faid Sir *W. D.* **Doth** by these Presents, under his Hand and Seal, and attested by three or more credible Witnesses, revoke, annul and make void *The Estate, Use or Remainder*, by the faid Indenture *Quinquartite*, limited to *M. G. D.* Esq; and the Heirs Male of his Body; **And likewise** the Estate, Use and Remainder thereby limited to the faid Sir *W. D.* and his Heirs, of and in all and singular the Lands, Manors, &c. in the faid Indenture *Quinquartite* granted or comprised: **And** the faid Sir *W. D.* in further Pursuance of the Power to him reserved by the faid Indenture *Quinquartite*, or of all and every Power and Authority in him vested, **hath** limited, directed and appointed and by these Presents under his Hand and Seal, so attested as aforesaid, **Doth** limit and appoint, that from and after the Death of the faid Sir *W. D.* without Heirs of his Body, and from and after the Death of the faid Dame *A. D.* Wife of the faid Sir *W. D.* **As to so much** of the faid Premises as are Leasehold, that the same shall be **In Trust** for the faid *W. P. W.* and his Heirs, during such Life or Lives now in Being of the faid Leasehold Premises, or for which the same, or any Part thereof, shall at any Time or Times hereafter be renewed; *Subject* to all such Trusts for the Discharging the several Rents Reserved upon the faid Leasehold Premises, or touching the Renewal of the same, as in the same Indenture *Quinquartite* in that Behalf is mentioned; **And** as to the Premises which are Freehold and in Fee-simple, (except the Capital Messuage, called *A. &c.* and the Advowsons of *M.* and *U.*) from and after the Decease of the faid Sir *W. D.* without Issue of his Body, and the Death of the faid Dame *A. D.* his Wife; **And** from and

and after the Expiration or other sooner Determination of a Term of 2000 Years, limited and created by Indenture bearing Date the Day next before the Day of the Date of these Presents, **To the Use** and Behoof of the said *W. P. W.* and the Heirs Male of his Body; and for want of such Issue, Remainder **To the Use** of the said *M. G. D.* and the Heirs Male of his Body; and for want of such Issue, **To the Use** and Behoof of the said Sir *W. D.* his Heirs and Assigns for ever; And as to, for and concerning the said Capital Messuage called *A. &c.* and the Advowsons, *&c.* of *M.* and *U.* from and after the Decease of the said Sir *W. D.* without Issue of his Body, and the Death of the said Dame *A. D.* his Wife, **To the Use** and Behoof of the said *W. P. W.* and the Heirs Male of his Body; and for want of such Issue, the Remainder **To the Use** of the said *M. G. D.* and the Heirs Male of his Body; and for want of such Issue, **To the Use** and Behoof of the said Sir *W. D.* his Heirs and to the Use of Assigns for ever: **Provided** always, that the several Uses, Trusts and Estates hereby limited to the said *W. P. W.* and the Heirs Male of his Body, is upon special Trust and Confidence, that he the said *W. P. W.* shall within twelve Months after he shall come into Possession of the said Manor and Premises, by Virtue of these Presents, use his utmost Endeavours to obtain from the Crown a Patent of Baronship to him and the Heirs Male of his Body, and take upon himself the Name and Coat of Arms of *D.* **Provided** also, that nothing herein contained, *&c.* (*Reservation of a Power to make a Jointure on a future Wife, and to make Leases; vide Marriage Settlements.*) **Provided** always, that it shall and may be lawful to and for the said Sir *W. D.* *&c.* (*Power to revoke and declare new Uses; vide foregoing Settlements, and Tit. Revocation.*) **In Witness, &c.**

A Settlement by a Father to his Son and the Son's Children, whereby the Father, in order to make a Provision for Payment of his own Debts, and for his Son and his Family, assigns and transfers to Trustees certain Copyhold Lands, and South-Sea Stock, to the Uses therein mentioned.

THIS Indenture Tripartite, made, *&c.* Between *R. P.* of, *&c.* Gent of the first Part, *R. P.* Son of the said *R. P.* of the second Part, and *W. L.* of, *&c.* and *J. P.* of, *&c.* of the third Part. **Whereas** the said *R. P.* the Father is and standeth possessed of or interested in a certain Piece or Parcel of Ground, situate, *&c.* (*Recital of his being seised for a Term of Years, vide Tit. Recitals*): **And whereas** the said *R. P.* the Father was lately possessed of, interested in and intitled unto the Sum of 1400*l.* in Old South-Sea Annuity Stocks: **And whereas** the said *R. P.* the Father, in order to secure the Payment of such Debts as he shall happen to owe at his Death, and for the making of some Provision for the said *R. P.* the Son and his Children, in such Manner as herein after is mentioned, did agree to assign and transfer as well the said Premises, and all his Estate, Terms and Interest therein, as also the said South-Sea Annuity Stocks, unto the said *W. L.* and *J. P.* (*the Trustees*) Upon the Trusts, and subject to the several Provisions and agreements herein after contained; and accordingly, in Pursuance of the said Agreement, the said *R. P.* the Father hath before the Sealing and Delivery of these Presents transferred the said Old and New South-Sea Annuity Stocks unto the said *W. L.* and *J. P.* which they do hereby acknowledge: **Now this Indenture witnesseth**, that in further Pursuance of the said recited Agreement, and for and in Consideration of the natural Love and Affection which the said *R. P.* the Father hath and beareth to and for the said *R. P.* the Son and his Children, and for settling the said Messuage, or Tenement and Premises herein before mentioned, Upon the Trust, *&c.* and also for and in Consideration of the Sum of 5*s.* of, *&c.* by the said *W. L.* and *J. P.* to the said *R. P.* the Father in Hand paid, at and before the Sealing and Delivery of these Presents, the Receipt, *&c.* he the said *R. P.* the Father hath bargained, sold, assigned and transferred, and by these Presents **Doth, &c.** unto the said *W. L.* and *J. P.* their Executors, Administrators and Assigns, **All** that the said Piece, *&c.* (*Vide Tit. Parcels*): **To have and to hold** the said Premises, with their and every of their Appurtenances, unto the said *W. L.* and *J. P.* their Executors, *&c.* upon the Trusts, and to and for the Intents and Purposes herein after mentioned and declared: **And** it is hereby declared and agreed by and between all the said Parties to these Presents, that as well the said Sum of 1400*l.* Old and New South-Sea Annuity Stocks so transferred by the said *R. P.* the Father to the said *W. L.* and *J. P.* as aforesaid, as also the said Piece, *&c.* were and are so assigned and transferred respectively, upon the Trusts, and to and for the Intents and Purposes, and subject to the Provisions and Agreements herein after mentioned and declared, (that is to say) Upon Trust that they the said *W. L.* and *J. P.* and the Survivors and Survivor of them, and the Executors and Administrators of such Survivor, do and shall permit and suffer the said *R. P.* the Father, and his Assigns, to receive and take to his and their own Use and Uses, all

Another Recital.

Provision for Payment of Debts, and for the Son and his Children.

Transfer of South-Sea Stock to Trustees.

Consideration.

Habendum to Trustees.

Declaration of the Trusts.

Power for the
Father by
Sale or Mort-
gage to raise
a Sum of
Money.
Power of
Leasing.

all the Rents, Profits, Interests and Dividends of the said Trust Estate, &c. (Vide **Declarations of Trust**): **Provided** always, and it is hereby declared and agreed by and between all the said Parties hereto, that in Case the said R. P. the Grandfather shall at any Time or Times during his Life have Occasion for or be minded to raise any Sum or Sums of Money, &c. **Provided** also, and it is hereby further declared and agreed by and between all the said Parties to these Presents, that it shall and may be lawful to and for the said W. L. and J. P. and the Survivors and Survivor of them, and the Executors, &c. of such Survivor, at any Time or Times during the Life of the said R. P. the Grandfather, by any Deed or Deeds indented, wherein the said R. P. the Grandfather shall join and consent thereto, to demise or lease, &c. (as in the preceding Settlements): **Provided** also, and it is hereby further declared and agreed by and between all the said Parties hereto, that it shall and may be lawful to and for the said Trustees, by and with the joint Consent and Direction of the said R. P. the Grandfather, and R. P. his Son, during their joint Lives, and afterwards with the Consent of the Survivor of them, to call in, alter, &c. (Vide Tit. **Revocation**). And it is hereby further declared and agreed by and between all the said Parties to these Presents, that they the said W. L. and J. P. their Executors, &c. shall in the first Place be reimbursed, &c. (Vide *Trustees to be reimbursed, as in first Settlement before Marriage*). In Wit-
nesses, &c.

Settlement by Lease and Release, from a Father to Trustees, in Trust for his Son and Grandchildren, for raising Portions and Maintenances for younger Children, and for Payment of his own Debts, &c.

Consideration
of natural
Love and Af-
fection.

Recital of the
Lease for a
Year.

Habendum to
Trustees.

To the Father
for Life;

Remainder to
Trustees for
500 Years;

Remainder to
the eldest Son.

To the
Daughter for
99 Years;

Remainder to
Trustees.

THIS Indenture Quadripartite, made, &c. Between J. C. of, &c. Esq; of the first Part, A. and B. of, &c. of the second Part, Sir T. S. S. of, &c. Bart. and Sir H. H. K. of, &c. Bart. of the third Part, and Sir J. N. of, &c. Bart. and H. H. of, &c. Esq; of the fourth Part, **Witnesseth**, that for and in Consideration of the natural Love and Affection which the said J. C. sen. hath and beareth to and for J. C. jun. his Son, and also to and for the rest of the Children of him the said J. C. sen. and for the Conveying, Settling and Assuring the Manors, Messuages, Lands Tenements and Hereditaments herein after mentioned, in the Name, Blood and Family of him the said J. C. sen. and for and in Consideration of the Sum of 5 s. a piece of lawful *British* Money, now in Hand paid to the said J. C. sen. by the said Sir T. S. S. and Sir H. H. K. (the Trustees) the Receipt whereof is hereby acknowledged, and for divers other good Causes and valuable Considerations him the said J. C. sen. thereunto moving, he the said J. C. sen. hath granted, bargained, sold, released and confirmed and by these Presents **Doth**, &c. unto the said Sir T. S. S. and Sir H. H. K. (in their actual Possession now being, &c.) and to their Heirs and Assigns, **All** that Capital Messuage or Mansion-house, &c. (the *Parcels*); and the Reversion and Reversions, &c. and all the Estate, &c. **To have and to hold** the said Manor, &c. with their and every of their Rights, Members and Appurtenances, unto the said Sir T. S. S. and Sir H. H. K. their Heirs and Assigns, to and for the several and respective Uses upon the Trusts, and subject to and under the several Provisoes, powers and Agreements herein after mentioned, expressed and declared of and concerning the same, that is to say, **To the Use** and Be-
hoof of the said J. C. sen. for and during the Term of his natural Life, without Impeachment of Waste; and from and immediately after the Decease of the said J. C. sen. **To the Use** and Be-
hoof of (the Trustees), their Executors, Administrators and Assigns, for and during the Term of 500 Years, from thence next ensuing and fully to be compleat and ended, with-
out Impeachment of Waste; nevertheless upon the Trusts, and to and for the Intents and Purposes herein after mentioned and declared of and concerning the same Term; and from and after the Expiration or other sooner Determination of the same Term, and in the mean Time subject thereunto, and to the Trusts thereof, **To the Use** and Be-
hoof of J. C. jun. eldest Son and Heir apparent of the said J. C. sen. and his Assigns, for and during the Term of 99 Years, if he the said J. C. jun. shall so long live, without Impeachment of Waste; and from and immediately after the Determination of that Estate, **To the Use** and Be-
hoof of the said Sir T. S. S. and Sir H. H. K. and their Heirs, during the Life of the said J. C. jun. **In Trust** to support the contingent Remainders, &c. (Vide Tit. **Limitations of Uses and Trusts, to Sons and Daughters**, p. 456) **To the Use** and Be-
hoof of the said M. C. Daughter of the said J. C. sen. for and during the Term of 99 Years, if she shall so long live, without Impeachment of Waste; and from and after the Determination of that Estate, **To the Use** and Be-
hoof of the said (the Trustees) and their Heirs during the Life of the said M. C. **In Trust** to preserve the contingent Estates, &c. (as before), and also **In Trust**

Trust to preserve the said Premises, as long as may be, in the Name and Family of the said *J. C. sen.* yet nevertheless to permit and suffer the said *M. C.* to receive and take the Rents, Issues and Profits thereof, to her own proper Use and Benefit, for and during the Term of her natural Life; and from and immediately after her Decease, **To the Use** and Bechoof of the first and every other Son and Sons of the said *M. C.* lawfully begotten or to be begotten successively, according to their Priority of Age, &c. **So as** such Son and Sons, and the Heirs Male of their respective Bodies, shall within three Months next after the Time that he or they shall become intitled to the said Premises, by Virtue of these Presents, take upon themselves and retain the Surname of *C.* and in Default of such Issue Male, or if there be such Issue Male, then in Default of his or their taking and retaining the Surname of *C.* within such Time as aforesaid, **To the Use** and Bechoof of the said *J. C. sen.* his Heirs and Assigns for ever, and to or for no other Use, Trust, Intent or Purpose whatsoever; and as for and concerning the said Term of 500 Years, it is hereby agreed and declared by and between the said Parties to these Presents, that the same Term and Estate is so herein before limited unto the said—their Executors, Administrators and Assigns, **Upon Trust** and Confidence, that in Case the personal Estate of the said *J. C. sen.* together with such Lands, Tenements or Hereditaments of the said *J. C. sen.* which he shall by his Will, or otherwise, subject and make liable to the Payment of his Debts, (which shall be due and owing from him the said *J. C. sen.* at the Time of his Decease) shall prove deficient for the Raising and Payment of such Debts, and also of such Legacies which he the said *J. C. sen.* shall by his last Will and Testament, or any Codicil to be thereunto annexed, give and bequeath, **Then** and in such Case they the said Trustees, and the Survivor of them, his Executors, Administrators and Assigns, do and shall, as soon as conveniently may be after the Decease of the said *J. C. sen.* by and out of the Rents, Issues and Profits of the said Manors, Messuages, &c. comprised in the said Term of 500 Years, or by leasing or mortgaging thereof, or of a competent Part thereof, for all or any Part of the same Term, or by Sale of Timber, or by all or any the Ways and Means aforesaid, raise and levy any Sum or Sums of Money not exceeding in the Whole the Sum of 5000 *l.* to be by them the said Trustees, and the Survivor of them, his Executors, Administrators and Assigns, applied and disposed of for and towards the Payment and Satisfaction of such of the said Debts and Legacies of the said *J. C. sen.* as his said personal Estate, together with such Lands, Tenements or Hereditaments, as he shall by his Will or Codicil as aforesaid make liable to the Payment thereof, shall prove deficient to answer and pay; and in the mean Time, and until such Deficiency, if any shall be made appear, and after the said Debts and Legacies shall be fully paid and satisfied, and the Trustees Charges paid and discharged, the Rents, Issues and Profits of the said Lands, &c. comprised in the said Term of 500 Years, shall be had and received by such Person or Persons respectively, to whom the next and immediate Reversion and Remainder of the said Premises, expectant upon the Determination of the said Term of 500 Years, shall for the Time being belong or appertain; and as for and concerning the said Term of 600 Years herein before limited, &c. (*Uses of the 600 Years Term for raising younger Childrens Portions, as in first Settlement before Marriage*): **Provided always**, and it is hereby declared and agreed by and between the said Parties to these Presents, and the true Intent and Meaning hereof is, that in Case at the Time of the Death of the said *J. C. jun.* there shall be no such Child or Children living or born after his Death who shall be intitled to any such Portion, &c. (*Vide Tit. Provisoes, and Limitations of Uses*): **Provided also**, and it is hereby agreed and declared to be the true Intent and Meaning of these Presents and the Parties hereunto, that it shall and may be lawful to and for the said *J. C. sen.* and also for the said *J. C. jun.* *R. C.* and *G. C.* respectively, as and when they shall respectively be in the actual Possession of the said Manors, Lands, Hereditaments and Premises, by Virtue of the Limitations aforesaid, by any Deed or Deeds, Writing or Writings, &c. (*Vide preceding Settlement*): **Provided lastly**, and it is hereby declared and agreed by and between the said Parties to these Presents, to be the true Intent and Meaning of them and of these Presents, that it shall and may be lawful to and for the said *J. C. sen.* at any Time or Times hereafter during his Life, by any Deed or Deeds, Writing or Writings, &c. (*Vide Power of Revocation.*) **In Witness, &c.**

To the Daughter's Heirs, as in Limitation of Uses and Trusts.

The Sons of the Daughter to take the Grandfather's Surname.

Remainder to the Grandfather in Fee.

Trust of the 500 Years Term to pay Debts, &c.

Trustees by leasing or mortgaging, or by Sale of Timber, to raise 5000 *l.* towards Payment of Debts and Legacies.

Power to make Jointures.

A Settlement whereby Sir T. R. conveys certain Manors, &c. to Trustees in Trust for his married Daughter, and after her Decease in Trust for a younger Son of the said Daughter to whom she should give the Precedency by her Will, or otherwise such younger Son to take on him the Name of R. otherwise the Trust to be void.

Considerations.

Habendum to Trustees.

Uses.

In Trust for a married Daughter.

The Daughter notwithstanding her Coverture, might appoint a Receiver.

In Trust for a younger Son or Sons of the said Daughter in Tail Male, in such Precedency as the Daughter should by Writing appoint.

The younger Sons, to take by Seniority.

If no younger Sons, to the eldest,

If no Sons, to the Daughters in like Manner. Remainder to the right Heirs of Sir T. R. in Fee.

The eldest Son, or a younger becoming an

THIS Indenture made, &c. **Between** Sir T. R. of S. &c. Knight, and Dame M his Wife of the one Part, and M. S. of E. &c. Widow and Relict of A. S. late of E. &c. Esq; deceased, and J. T. of, &c. Esq; of the other Part, **Witnesseth**, that for and in Consideration of the Sum of 10 s. of, &c. to the said Sir T. R. in Hand paid by the said M. S. and J. T. at or before the Sealing and Delivery of these Presents, the Receipt whereof is hereby acknowledged, and for selling and assuring the Manors, Messuages, &c. herein after mentioned and intended to be hereby conveyed and settled to the Uses, upon the Trusts, and under and subject to the Provisoos and Agreements herein after limited, declared and expressed of and concerning the same, **He** the said Sir T. R. **hath** granted, released and confirmed, and by these Presents **Doth**, &c. unto the said M. S. and J. T. in their actual Possession, &c. and to their Heirs, **All that** the Manor or Lordship, &c. (Vide Tit. **Parcels**.) **To have and to hold** the said Manors, &c. and all and singular the Premises herein before mentioned and intended to be hereby conveyed with their and every of their Appurtenances, unto the said M. S. and J. T. (*the Trustees*) and their Heirs, **To the Uses**, upon the Trusts, and subject to the Provisoos herein after limited, declared and expressed, (that is to say) **To the Use** of the said Sir T. R. and the Heirs Male of his Body; and for Default of such Issue, **To the Use** of the said Dame M. R. M. S. and J. T. and their Heirs, upon the Trust herein after declared, that is to say, **In Trust** during the Life of C. E. (Daughter of the said Sir T. R. by the said D. M. his Wife) and Wife of J. K. E. of, &c. Esq; to permit the Rents and Profits of all and singular the said Premises to be received by such Person and Persons only, and for such Uses, Intents and Purposes only, as she the said C. E. shall notwithstanding her Coverture by or with the said J. K. E. her present Husband, or any after-taken Husband, direct or appoint, and so as the same Rents and Profits may not be any way subject to the Control, Forfeiture, Incumbrance or Disposol of her said present Husband, or any after-taken Husband: **Provided** that the Receipt in Writing under the Hand of the said C. shall be a sufficient Discharge for so much of the said Rents and Profits that shall become due during her Life as she shall think fit to receive by her own proper Hands; and from and after the Decease of the said C. **In Trust** for such younger Son or younger Sons of her Body lawfully begotten, or to be begotten by her said present Husband, or any after-taken Husband and the Heirs Male of the Body and Bodies of such younger Son or younger Sons, and in such Priority and Precedency, and in such Manner as she the said C. shall, by any Writing under Hand, and attested by two or more credible Witnesses, whether Covert or Sole, direct or appoint, either with or without Power of Revocation of such Direction or Appointment, and of making a new Direction or Appointment, so that she may give Preference to such of her younger Sons as she shall find most dutiful and deserving; **And** in Default of such Direction or Appointment, then **In Trust** for all and every the younger Son and younger Sons of the Body of the said C. by her said present Husband, or any after-taken Husband lawfully begotten, or to be begotten, severally and successively as they shall be in Seniority of Age and Priority of Birth; and **In Trust** for the Heirs Male of the respective Body and Bodies of such younger Son and younger Sons issuing; the elder of such younger Sons for the Time being, and the Heirs Male of his Body, being always preferred to take before the younger of such Son or Sons, and the Heirs Male of his or their Body or Bodies issuing; and in Default of such younger Sons and the Heirs Male of their Bodies issuing, **Then in Trust** for the eldest or only Son of the said C. lawfully begotten or to be begotten, and the Heirs Male of his Body issuing; and for Default of such Issue, **In Trust** for all and every the Daughter and Daughters of the Body of the said C. by her said present Husband or any after-taken Husband lawfully begotten, or to be begotten, as Tenants in Common and not as Joint-Tenants, &c. **In Trust** for the Right Heirs of the said Sir T. R. for ever: **Provided** that if after the Death of the said C. any of her younger Sons shall become an eldest Son, and by the Death of an elder Brother without Issue Male become the Male Heir of the Body of the said C. then and as often as such Case shall so happen after the Death of the said C. the Trust for every such younger Son so becoming such Heir Male, and for the Heirs Male of the Body of every such younger Son, shall become void; and the Trust of the said Premises shall go and remain over as if such younger Son so becoming such Heir Male was dead without Issue Male: **Provided** that such younger Son and the Heirs Male of his Body shall and may be intituled to the Trust of the said Premises upon the Death of all the other younger Sons and the Failure of Heirs Male of

of their respective Bodies : **Provided** always, and it is declared, that the said Trust for the younger Son and the younger Sons of the said C. and the Heirs Male of his and their Body and Bodies issuing, are upon this Condition, That such younger Son and younger Sons and the Heirs Male of his and their respective Body and Bodies issuing, shall and do, after they shall attain their respective Ages of 21 Years, and be intitled to the Proportion of the Rents and Profits of the said Premises, take upon themselves and continue the Surname of R. and that if any of them shall neglect or refuse so to do, then the Trust or Trusts hereby limited for him or them so neglecting or refusing, and for the Heirs Male of his or their Body or Bodies issuing, shall be void and of none Effect, in such and the like Manner ; and the Trusts of the said Premises shall remain over, and in the like Manner, as if such Person or Persons so neglecting or refusing was or were dead without Issue Male : **Provided** also, and it is declared and agreed, that the Trust herein before limited and declared to and for the eldest or only Son of the said C. and the Heirs Male of his Body, is upon Condition, That if such eldest or only Son and the Heirs Male of his Body, when he or they shall be intitled by Virtue of the said Trust to take the Rents, Issues and Profits of the said Premises, shall not take the Surname of R. added to his or their own Surname, and continue to Use the same Surname of R. added to his or their own Surname, for him or them that shall neglect or refuse so to do, shall cease and be void in such Manner, and the said Premises shall remain and go over in such Manner as if such Person so neglecting or refusing was dead without Issue Male : **Provided** always, and it is hereby declared and agreed by and between the said Parties to these Presents, that it shall and may be lawful to and for the said Sir T. R. from Time to Time, and at all Times when he shall think fit, by any Deed or Deeds indented under his Hand and Seal to demise, lease or grant all or any Part or Parts of the said Manors or Lordships, Messuages, Cottages, Lands, Tenements, Hereditaments and Premises unto any Person or Persons, for one, two, three or more Life or Lives, or for any Term or Number of Years, and at or under such Rent or Rents, and with and under such Covenants, Conditions and Agreements, as he the said Sir T. R. shall think fit : **Provided** also, and it is hereby declared and agreed by and between all the said Parties, &c. (Power for the Person in Possession to make Leases. Vide last Settlement) : **Provided**, and it is hereby agreed by and between the said Parties to these Presents, that it shall and may be lawful to and for the said Sir T. R. from Time to Time, by any Deed or Deeds under his Hand and Seal, and sealed and delivered in the Presence of three or more credible Witnesses, or by his last Will and Testament in Writing, testified by, &c. (Power of Revocation and appointing new Uses. Vid. Tit. Provisoes). **In Witness, &c.**

A Settlement made by a Widow on herself and her Children, of an Estate descended from her Ancestors, on Condition of taking their Grandmother's Maiden Surname, and the Arms of the Family from whom the Estate descended, else the Limitation hereby made to be void.

THIS Indenture Quadripartite, &c. Between E. G. Widow and Relict of J. G. late of, &c. Esq; deceased, and only Daughter and Heir of T. R. late of, &c. Esq; deceased, of the first Part, T. G. Esq; and J. G. Gent. only Children of the said E. G. by the said J. G. deceased, of the second Part, Sir T. H. of, &c. Bart. and Sir H. B. of, &c. Bart. of the third Part, and R. W. of, &c. of the fourth Part, **Witnesseth**, that for settling and assuring the Manors, Lands, Tenements and Hereditaments herein after mentioned to be granted, to the several Uses, Intents and Purposes, and subject to the Trusts, Provisoes, Limitations and Agreements herein after limited, declared and expressed, and for and in Consideration of the Sum of 10 s. of, &c. to the said E. G. in Hand paid by the said Sir T. H. at and before the Ensealing and Delivery of these Presents, the Receipt whereof is hereby acknowledged, and for divers other good Causes and Considerations, &c. she the said E. G. hath granted, bargained, sold, aliened, released and confirmed, and by these Presents **Doth** fully, clearly and absolutely grant, &c. unto the said Sir T. H. (one of the Trustees) (in his actual Possession now being, &c.) and to his Heirs, all those the Manors, &c. which were formerly the Inheritance of A. R. Father of the said T. R. and Grandfather of the said E. G. and which descended or otherwise came to the said E. G. situate, &c. or elsewhere in the said County of S. and the Reversion, &c. and all the Estate, &c. of the said E. G. in and to the same ; **To have and to hold** the said Manor, &c. hereby granted or intended so to be, with their and every of their Rights, Royalties, Members and Appurtenances, unto the said Sir T. H. his Heirs and Assigns, to the several Uses, Intents and Purposes, and subject to the Trusts, Provisoes, Limitations and Agreements herein after mentioned, described and expressed, (that is to say,) **To the Use** and behoof of the said E. G. and her Assigns, during such Time as she shall continue sole and unmarried, without Impeachment of Waste, and immediately after the said E. G. shall marry, **To the Use**, Intent and Purpose that the said T. G. and J. G. Parties to these Presents, Sons of the

eldest, is not intitled till the Death and Failure of Issue of all the younger Sons. Such younger Son who shall be intitled under said Trust, to take on him the Name of R. otherwise the Trust to be void. If the eldest or only Son becomes intitled, and takes not on him the Name of R. the Trust in like Manner to be void.

Recital of the Lease for a Year.

Habendum to one Trustee.

To the Widow during her Widowhood. Remainder to the two Sons the

for securing
two Annuities
clear of De-
ductions.

Distress, as in
the first Mar-
riage Settle-
ment.

To the Use
of the Mother
for Life, sub-
ject to the
two Annu-
ties.
Remainder to
Trustees for
100 Years
sans Waste.

To the eldest
Son for Life,
sans Waste.

To Trustees
for 200 Years.

To the second
Son for Life.

To the Use
of the Daugh-
ters.
Remainder to
the Mother in
Fee.

The Sons
when in Pos-
session to take
the Name of
W. else the
Limitation to
be void.

The Use of
the 100 Years
Term,

to raise
3000 l. for
the younger
Son, to be in
Satisfaction of
3000 l. given

the said *E. G.* shall and may have and receive, during the Life of the said *E. G.* their Mother, the annual Sums following, viz. the said *T. G.* the annual Sum of 200 l. and the said *J. G.* the annual Sum of 100 l. the said annual Sums of 200 l. and 100 l. to be respectively issuing out of, and charged and chargeable upon all the Manor, &c. hereby granted or intended so to be, and to be payable and paid to the said *T. G.* and *J. G.* Parties, &c. viz. 200 l. *per Annum*, to the said *T. G.* and 100 l. *per Annum* to the said *J. G.* at *Michaelmas* and *Lady-Day*, by equal half-yearly Payments, without any Deduction or Abatement, for or by Reason of any Taxes, Parliamentary or others; the first Payment to begin and be made to them respectively at such of the said Feasts as shall next happen after the Marriage of the said *E. G.* And if it shall happen the said annual Sums or yearly Rent-Charges of 200 l. and 100 l. or either of them, or any Part of them, or either of them, to be behind and unpaid by the Space of thirty Days after any of the Feasts, &c. (*Power of Entry, &c.*) and charged and chargeable with the said annual Sums of 200 l. and 100 l. **To the Use** and Behoof of the said *E. G.* and her Assigns, for and during the Term of her natural Life; and from and after her Decease, then *as for*, touching and concerning all that the said Farm of *M. in P.* now in the Occupation of *A. J.* and all that Farm called *L.* now in the Possession of *W. M.* and all that, &c. being all Part of the above granted Premises, **To the Use** and Behoof of the said Sir *T. H.* and Sir *H. B.* their Executors, Administrators and Assigns, for and during, and unto the full End and Term of 100 Years, fully to be compleat and ended, without Impeachment of Waste, on the Trusts herein after mentioned and declared; and from and after the End, Expiration or other sooner Determination of the said Term of 100 Years, *then as for* and concerning the Reversion and Inheritance of the said Farms called *M. L.* &c. and *as for* and concerning the said Manors of *M. L.* and all other the Manors, Lands, &c. hereby granted, as the respective Uses herein before limited shall respectively end and determine, **To the Use** and Behoof of the said *T. G.* (*the eldest Son*) for and during the Term of his natural Life, without Impeachment of Waste; and from and after the Determination of that Estate, **To the Use** of the said *R. W.* (*one of the Trustees*) and his Heirs, during the natural Life of the said *T. G.* upon Trust to preserve the contingent Uses herein after limited; but yet so as to permit the said *T. G.* &c. (*Power reserved to the Son to receive the Rents, as in the 1st Marriage Settlement.*) **To the Use** and Behoof of the first Son of the Body of the said *T. G.* &c. (*Vide Limitations of Uses and Trusts, p. 456.*) and for want of such Issue, **To the Use** of the said Sir *T. H.* and Sir *H. B.* their Executors, Administrators and Assigns, for the Term of 200 Years, without Impeachment of Waste, on the Trusts herein after declared; and after the End, Expiration, or other sooner Determination of the said Term of 200 Years, **To the Use** and Behoof of the said *J. G.* (*the second Son*) and his Assigns, during the Term of his natural Life, without Impeachment of Waste; and from and after the Determination of that Estate, to the Use of the said *R. W.* and his Heirs [*as before for T. G. to the End of the Uses,*] and for want of such Issue Male, **To the Use** of all and every the Daughters, &c. (*Vide Limitations of Uses and Trusts to Daughters*), and for want of such Issue, **To the Use** and Behoof of the said *E. G.* her Heirs and Assigns for ever: **Provided always**, and these Presents are upon this Condition, that if the said *T. G.* and his Sons, and the said *J. G.* and his Sons, shall not, within one Year after they shall respectively come into the actual Possession of the said Manors and Premises, by Virtue of the Limitations aforesaid, take upon him and themselves the Name of *W.* and use the Arms of the *W.*'s Family, and stile and write him and themselves by the Surname of *W.* then the Uses hereby limited to the Party so refusing or neglecting to take the Surname and use the Arms of *W.* aforesaid, shall cease and be void, and the said Estate shall go over to the Male in Remainder; any Thing herein contained to the contrary thereof notwithstanding: **Provided also**, that it shall and may be lawful to and for the said *E. G.* during her Widowhood, and to and for the said *T. G.* and *J. G.* Parties, &c. as and when they shall respectively be in the actual Possession of the said Premises, by Virtue of the Limitations aforesaid, to make any Lease, &c. (*Vide Power to make Leases in the first Settlement before Marriage*): **Provided also**, that it shall and may be lawful to and for the said *T. G.* and *J. G.* &c. (*Power for the Sons to make Jointures; vide Marriage Settlements*): *And as for*, touching and concerning the said Term of 100 Years before limited to the said Sir *T. H.* and Sir *H. B.* their Heirs, Executors, Administrators and Assigns, the same is limited to them upon Trust, that they and the Survivor of them, and the Executors and Administrators of such Survivor, shall, after the Death of the said *E. G.* and not before, if the said *T. G.* or any Issue Male of his Body, shall be then living, by and out of the Rents, Issues and Profits of the said Premises, by Mortgage or Sale of a competent Part of the said Manors and Premises comprised in the said Term of 100 Years, levy and raise the Sum of 3000 l. and pay the same to the said *J. G.* at his Age of 21 Years, with Interest for the same, after the Death of the said *E. G.* till Payment; the Interest to be paid Half-yearly at *Lady-Day* and *Michaelmas*; the first Payment to be made on such of the said Feasts as shall next happen after the Death of the said *E. G.* and after Payment of the said 3000 l. and Interest, or if the said *J. G.* shall die without

without Issue Male, living his Mother, then the said Term of 100 Years to cease: And it is hereby declared, that the said Sum of 3000 *l.* hereby provided for the said *J. G.* is in full Satisfaction of 3000 *l.* given him by his Father's Will, and charged on the Real Estate, but of no other Sum given him by the said Will; And as for, touching and concerning the said Term of 200 Years, herein before limited to the said *Sir T. H.* and *Sir H. B.* their Executors, Administrators and Assigns, the same is so limited to them on the Trusts herein after expressed, (that is to say) In Case the said *T. G.* Party, &c. shall die without Issue Male, or there being such Issue Male, all of them shall die without Issue Male under the Age of 21 Years, and the said *T. G.* shall have one or more Daughter or Daughters (Vide Provision for Daughters, in Marriage Settlements): Provided lastly, that it shall and may be lawful to and for the said *E. G. &c.* (Vide Powers of Revocation, and Limitation of new Uses). In Witness, &c.

Father's Will.

Provision for the eldest Son's Daughters in Default of Issue Male.

Settlements to charitable and pious (a) Uses.

A Settlement reciting an Information in the Name of the Attorney General, to have been exhibited in the High Court of Chancery, for proper Directions given, relating to a Charity given by Will for the Endowment of a Charity School. The Lord Chancellor's Decree, the Master's Reports, and the Settlement made in Obedience thereto; which impowers the Trustees, when reduced to three, to make Conveyances to ten more, in Order to preserve a perpetual Succession, with other Orders and Powers, &c.

THIS Indenture Quinquepartite made, &c. Between *G. F.* of, &c. Esq; of the first Part, *G. W.* of, &c. Gent. and *P. W.* of, &c. (Son and Heir of *B. W.* deceased, late Wife of the said *G. W.*) *J. L.* of, &c. (Son and Heir of *A. L.* and *A.* his Wife both deceased,) and *J. D.* of, &c. (Son and Heir of *J. D.* and *A.* his Wife, both also deceased,) which said *R. W. A. L.* and *A. D.* were the three Daughters and Coheiresses of *A. S.* late of, &c. of the second Part, *J. R.* of, &c. Merchant, (Executor of the last Will and Testament of *J. R.* of, &c. his late Uncle deceased) of the third Part, the Reverend — Rector of, &c. *A. B.* of, &c. and *T. C.* of the same, Place, (Curchwardens of the Parish of *S.*) *J. B. R. S.* and *S. B.* of the same Parish, (Overseers of the Poor of the said Parish of *S.*) of the fourth Part, and the aforesaid *J. R.* (Party hereto) *J. L.* of *S.* aforesaid, Esq; *J. R.* Gent. *C. R.* Gent. *R. C. R.* *C. W. C. J. C.* the aforesaid *T. C.* and *N. W.* (all of the said Parish of *S.* and the ten Trustees appointed for the Charity herein after mentioned) of the fifth Part. Whereas the said *J. R.* deceased, by his last Will and Testament in Writing duly executed, bearing Date, &c. did thereby (inter alia) give the Sum of 1200 *l.* to be laid out in Lands, by the Advice of the Rector, Curchwardens and Overseers of the Poor, for the Time being, of the said Parish of *S.* the Income or Produce thereof to be always applied to the Erecting and Maintenance of a Free-School in the said Parish, for teaching Boys to read, write and cast Accounts; the Putting in a Master, or Turning him out, to be ever in the Power of the Rector, Curchwardens and Overseers of the Poor, for the Time being, or the major Part of them, and the Lands to be settled in such manner as Counsel should advise; and after giving several other Legacies, he the Testator of his said Will made the said *J. R.* his Nephew (Party hereto) Executor and Residuary Legatee, who hath since duly proved the same: And whereas the Rector, Curchwardens and Overseers of the Poor of the said Parish of *S.* did cause an Information to be exhibited in the High Court of Chancery, in the Name of *Sir P. Y. Knt.* his Majesty's Attorney General, against the said *J. R.* (Party hereto) In order to have the defects in the said Will supplied, and proper Directions given by the said Court, relating to the said Charity, and for the Payment of the said 1200 *l.* and the Matters touching the same coming to be heard before the Lord High Chancellor of *G. B.* His Lordship did then Order and Decree, That the said sum of 1200 *l.* should be laid out in a Purchase or Purchases of Lands in Fee-simple, by the Advice of the Rector, Curchwardens and Overseers of, &c. for the Time being, or the major Part of them, and with the Approbation of *Mr. B.* one of the Masters of the said Court; and when the said Masters should have approved of such Purchase or Purchases, Then it was ordered and decreed,

The Trustees appointed. Recital as to the Will of *Mr. J. R.* for erecting and maintaining a Free-School.

As to the Information in the Name of the Attorney General.

The decretal Order.

(a) Note; By Stat. 9 Geo. 2. c. 36. After the 24th of June 1736. No Manors, Lands, Tenements, Rents, Advowsons, &c. nor any Sum or Sums of Money, Goods, Chattels, Stocks, &c. shall be given, granted, &c. for the Benefit of any charitable Uses, unless by Deed indented before two credible Witnesses twelve Months before the Death of the Donor, and be inrolled in Chancery within six Months after the Execution thereof, (which Deed the Donor has no Power to revoke). Gifts, &c. made otherwise than directed by this Act, to be absolutely void. This Act not to prejudice the two Universities, or the Colleges of *Eton, Winchester or Westminster*; not to extend to *Scotland*.

The Trustees
when reduced
to three to
make a new
Conveyance.

As to the
Master's se-
cond Report
for approving
of Title to the
several Es-
tates, &c.

First Consi-
deration as to
Mr. F.'s Con-
veyance.

Second Con-
sideration, be-
ing the Con-
veyance from
Mr. W. &
al^s to the
Trustees.

That the said *J. R.* the Defendant in the said Cause, should pay the Purchase Monies to the Vendor or Vendors of such Lands as the said Master should direct; *And the said Master* was to approve of a sufficient Number of proper Trustees to whom such Conveyance or Conveyances should be made, and to take Care that there might be a Clause in the said Conveyance or Conveyances, that when the said Trustees should be reduced to the Number of three, that then the Survivor should make a new Conveyance to fill up the Number of the Trustees, with such Persons as the Rector, Churchwardens and Overseers of the Poor of the said Parish for the Time being, or the major Part of them should appoint: **And whereas** the said Master by his Report dated, &c. therein reciting, that *R. T.* Clerk, late Rector or *S.* the said *R. C. J. C.* and *T. C.* Churchwardens and Overseers of the same Parish, having contracted and agreed with the said *G. F.* for the absolute Purchase of the Fee-simple or Inheritance of the Toft or Plot of Ground herein after mentioned, at and for the sum of 12 *l.* 12 *s.* *And also reciting*, that by certain Articles dated, &c. they the said Rector, Churchwardens and Overseers, having likewise contracted and agreed with the said *G. W. P. W. J. L.* and *J. D.* for the absolute Purchase of the Fee-simple or inheritance of the Messuages or Tenements, Lands and Hereditaments herein after also mentioned, at and for the Sum of 1120 *l.* (amounting together to the Sum of 1132 *l.* 12 *s.*) hath allowed and approved of the said respective Contract or Agreements for the Purchase or Purchases of the said several Estates as aforesaid; *And also* the said Master by his Report *Hath approved* of the said *J. R.* (Party hereto) *J. L. &c.* (the ten Trustees above named) to be a sufficient Number of proper Trustees, to whom this Conveyance of the said several Estates so agreed to be purchased as aforesaid is to be made, and hath hereby directed that the Clause or Power herein after inserted, that when the Number of the said Trustees should be reduced to the Number of three; that then such three Survivors should, as often and whenever so reduced to three, make a new Conveyance of the Premises, to fill up the like Number of ten Trustees with such Persons, as the Rector, Churchwardens and Overseers of the said Parish of *S.* for the Time being, or the major Part of them, shall direct or appoint: **And whereas** the said Master hath likewise by another Report dated, &c. approved of the several Titles of the respective Estates so agreed to be purchased as aforesaid, and by another Report certified, that he has settled and approved of the Conveyance hereby intended to be made of the same Premises, and hath likewise directed the said *J. R.* (Party hereto) to pay to the said *G. F.* the said Sum of 12 *l.* 12 *s.* his Purchase Monies, and to the said *G. W. &c.* the said sum of 1120 *l.* their Purchase Monies, (making together the said Sum of 1132 *l.* 12 *s.* which Sum is Part of the said Sum of 1200 *l.* by the said Will so devised for the Charity as aforesaid) as in and by the said in Part recited Will, Decree, and several Reports duly filed on Record, Relation, &c. **Now this Indenture witnesseth**, that in Obedience to the said recited Decree, and in Pursuance of the said Master's Direction and Approbation, and in Consideration of the said Sum of 12 *l.* 12 *s.* of lawful Money of Great Britain to the said *G. F.* in Hand well and truly paid by the said *J. R.* (Party hereto) at or before the Executing of these Presents, the Receipt whereof he the said *G. F.* doth hereby acknowledge, and thereof and of every Part thereof doth acquit, release, exonerate and for ever discharge the said *J. R.* (Party hereto) his Heirs, Executors, and Administrators, by these Presents; and also for and in Consideration of the Sum of 10 *s.* of like lawful Money by them the said *J. R.* (Party hereto) *J. L. &c.* (the Trustees) to the said *G. F.* also now paid, the Receipt whereof is by him hereby likewise acknowledged, he the said *G. F.* (by and with the Consent, Direction and Appointment of the said — Rector of the said Parish of *S.*) *A. B. &c.* Overseers of the Poor of the same Parish, (testified by their being Parties to and Executing of these Presents) **Hath** granted, bargained, sold, aliened, released and confirmed, and by these presents **Doth** freely, clearly and absolutely grant, &c. unto the said *J. R.* (Party hereto) *J. L. &c.* (in their actual Possession, &c.) and to their Heirs and Assigns, **All** that the before mentioned Toft, &c. and the Reversion, &c. and all the Estate, &c. **To have and to hold** the said Toft or Plot of Ground, and all and singular, &c. unto the said *J. R.* (Party hereto) *J. L. &c.* their Heirs and Assigns, **To and for** the only Use and Behoof of them the said Trustees, their Heirs and Assigns for ever, to be holden of the High and Chief Lord or Lords of the Fee of the same Premises, by the Rents and Services therefore due and of Right accustomed; *In Trust* nevertheless, and to, for and upon, &c. **And this Indenture further witnesseth**, that in further Obedience to the said recited Decree, and also in further Pursuance of the said Master's Approbation and Direction, and also in Consideration of the said Sum of 1120 *l.* of, &c. to them the said *G. W. P. W. &c.* some or one of them, in Hand well and truly paid by the said *J. R.* (Party hereto) at or before the Sealing and Delivery of these Presents, the Receipt, &c. and also for and in Consideration of the Sum of 10 *s.* of, &c. to them the said *G. W. &c.* the Receipt, &c. they the said *G. W. &c.* (by and with the like Consent, Direction and Appointment of the said Rector, Churchwardens and Overseers, &c.) **Have**, and each of them **Hath** granted, bargained, sold, aliened, released and confirmed, and by these Presents **Do**, and each and every of them **Doth** freely, clearly and absolutely grant, &c. unto them the

the said J. R. (Party hereto) J. L. &c. (the Trustees) in their actual Possession, &c. by Virtue of a Bargain and Sale to them thereof made by them the said G. W. P. W. J. L. and J. D. for one whole Year, for the Consideration of the Sum of 5 s. by the said Indenture bearing Date the Day next before the Day of the Date of these Presents, and executed before the executing of these Presents as aforesaid, and by Force of the Statute made for transferring of Uses into Possession, and to their Heirs and Assigns, all those Messuages, &c. and the Reversion, &c. and also all the Estate, &c. **To have and to hold** the said Messuages or Tenements, and all and singular, &c. (as the last Estate); **Upon this special Trust**, that they the said J. R. (Party hereto) J. L. &c. and the Survivors of them, and such other Persons to whom any Conveyances of the said Premises shall at any Time hereafter be made by Virtue of the Trust herein after mentioned, shall and do permit and suffer the Rector, Church-wardens and Oversees of the Poor of the said Parish of S. for the Time being, from Time to Time, and at all Times for ever after the Erection of the said Free-School, **To have**, receive, perceive and take the Rents, Issues and Profits of all and singular the said hereby granted and released Hereditaments, &c. for the Uses, Intents and Purposes, in and by the said Will of the said J. R. deceased, directed and intended; **And upon** this further Trust and Confidence, that when, as soon and as often as the said Trustees shall be reduced to the Number of three, that then such three Survivors of the said Trustees, (verbatim, as the Decree directs) to the Intent that there may be a perpetual Succession of fit Persons to manage and govern the said Charity, according to the Intention of the said Decree; **And upon this further Trust** and Confidence, that they the said J. R. (Party hereto) J. L. &c. (by and with the Consent and Approbation of the said Rector, &c. for the Time being, or the Major Part of them), shall and do within six Weeks next after the Erection and Finishing the said School-house, elect a School-master to teach all Boys belonging to the said Parish to read, write and cast Accompts, and to instruct them in any other Learning as shall be thought convenient, gratis, without any Fee or Reward for the same; for Neglect, and that if any such School-master for the Time being shall neglect the said School, misbehave himself, or do any Thing contrary to his Duty, that then and in every such Case they the said Present Trustees, or such new Trustees for the Time being to be so filled up as aforesaid, shall and do, with such Consent and Approbation of the said Rector, &c. for the Time being, or the major Part of them, displace, remove and turn out such School-master, and into his Room, Place or Stead, for them to elect another fit and able Person for that Office; **And also upon this further Trust**, that they the said Rector, Church-wardens, &c. for the Time being, shall from Time to Time, and at all Times after the said School shall be erected, receive the Rents, Issues and Profits of all and singular the hereby granted and conveyed Premises, and every Part thereof, and by and with the Consent and Direction of three or more of the said Trustees for the Time being, to pay the same to such School-master for ever, (all necessary Charges and Expences for repairing the said School-house always to be deducted); and to, for and upon no other Trust, Use, Intent or Purpose whatsoever: **And** the said G. F. for himself, &c. (Covenants that Vendor is seised; hath Right to convey; for peaceable Possession; free from Incumbrances, and for further Assurance; vide Tit. Covenants.) **And** the said G. W. P. W. J. L. and J. D. for themselves, &c. (the like Covenants). **In Witness**, &c.

Declaration of the Trust of both Purchases.

The Rector, &c. to receive the Rents.

Power for three surviving Trustees to convey to others, &c. The Trustees, with Consent of the Rector, &c. to elect and displace a School master for Neglect, &c.

Settlement (of a late Date) by a Deed of Feoffment, from five surviving Feoffees to twelve new Feoffees, of a Charity given by Will, dated 1 Hen. 8. to the Poor and repairing the Church of F. and for other Uses, with Power to the new Trustees, when reduced in Number, to infeoff twelve new Trustees, for the Uses therein mentioned.

THIS Indenture made, &c. Between T. A. of, &c. Esq; H. C. and E. W. Esqrs; T. B. of, &c. Gent. and T. S. of, &c. surviving Feoffees, estated and seised of and in the Messuages, Lands, Tenements and Hereditaments herein after mentioned, to them and their Heirs, in Trust for certain good and charitable Uses in the Parish of F. hereafter in these Presents mentioned and expressed, of the first Part, and W. C. Doctor in Divinity, Rector of the Parish Church of of F. aforesaid, C. H. W. B. G. F. P. W. E. A. F. A. Esqrs; and T. A. jun. W. D. L. S. R. B. and T. O. Gent. all of F. aforesaid, of the other Part. **Whereas** by Indenture bearing Date, &c. and made between H. W. Esq; and Sir T. P. late Lord Chief Baron of, &c. since deceased, S. P. R. W. E. C. and J. M. since also deceased, of the one Part, the then surviving Feoffees in that Deed, and N. M. the said T. A. and H. C. J. H. Esq; the said E. W. N. H. the said T. B. J. R. T. O. J. N. the said T. S. and J. R. of the other Part, duly executed by Delivery of Seisin, *The several Messuages, Lands,*

Tenements

Tenements and Hereditaments hereafter in these Presents particularly mentioned, were lawfully conveyed unto the said *N. M. T. A. H. C. J. H. E. W. N. H. T. B. J. R. T. O. J. H. T. S.* and *J. R.* and their Heirs, upon the Trusts, and to the several Uses, Intents and Purposes therein and herein after mentioned and expressed, as in, &c. **And whereas** the said *N. M. J. H. N. H. J. R. T. O. J. H.* and *J. R.* are since deceased, and the said *T. A. H. C. E. W. T. B.* and *T. S.* are still living, and by Survivorship are become seised of the Messuages and Premises herein after mentioned, to them and their Heirs: **Now this Indenture witnesseth**, that in Pursuance of the Trust in them the said *T. A. H. C. &c.* (the surviving Feoffees) reposed, and for and in Consideration of 5 s. a-piece to them in Hand paid by the said *W. C. &c.* (the new Feoffees) at and before, &c. (the Receipt whereof, &c. is hereby acknowledged) **And for the Settling, Conveying and Assuring** of the Messuages, Lands, Tenements and Hereditaments herein after mentioned, to the Uses, and upon the Trusts herein after mentioned and declared concerning the same, they the said *T. A. H. C. &c.* (the old Feoffees) **Have** granted, bargained, sold, aliened, infeoffed, released and confirmed, and by these Presents **Do** grant, &c. unto the said *W. C. C. H. &c.* (the new Feoffees) and their Heirs, **All** that Messuage or Tenement, &c. (the *Parcels*) and the Reversion, &c. and also all the Estate, &c. (Except out of this present Grant all such Rent or Quit-Rent as is due or payable to the said *T. A.* Lord of the Manor of *B.* in *F.* aforesaid); **To have and to hold** the said several Messuages, Lands, &c. and all and singular other the Premises herein before mentioned and intended to be hereby granted and conveyed, and every Part and Parcel thereof, with their and every of their Appurtenances, (Except before Excepted) unto the said *W. C. &c.* (the new Feoffees) their Heirs and Assigns, to the only Use and Behoof of the said *W. C. &c.* their Heirs and Assigns for ever, **Upon** and under the several Trusts and to the several Intents and Purposes herein after mentioned and expressed, that is to say, **That** they the said *W. C. &c.* or the major Part of them, their Heirs or Assigns, shall and may yearly authorise some one of themselves, or some other Person or Persons, Inhabitants of the said Parish of *F.* as they, or the major Part of them, shall think fit, to be Collectors and Receivers, Wardens and Disposers of the Rents, Issues and Profits coming or growing out of all the said Messuages, Lands, Tenements, and other the Premises, and the same Collector or Collectors, with the same Rents, Issues and Profits, shall bear and satisfy all Quit-Rents and other Charges, either for Reparations or otherwise howsoever, or for or concerning the said Messuages and Premises, or any of them, with the Appurtenances, in any wise due, appertaining or belonging to be done or born by and out of the same, and the Residue of the Profits of the Premises shall dispose and distribute in Manner and Form following, that is to say, **Out** of the Messuage, Garden and Premises, in the Tenure or Occupation of *J. L.* the Sum of 40 s. yearly, to be paid on — yearly at the Church aforesaid, **To and for** the poor and most needy People dwelling in the said Parish of *F.* after and according to the good Opinion and Discretion of them the said Feoffees, or the major Part of them or their Assigns; **And** the Residue of the Rents, Issues and Profits of all and singular the Premises shall dispose and employ in and for Ornaments and other necessary Things to be purveyed and bought to and for the Use of the said Parish Church of *F.* aforesaid, or repairing of the said Church; **And** also for repairing of noisome Highways within the Parish of *F.* aforesaid, and Relief of the poor Inhabitants of the same Parish, and in and about other Deeds of Charity according to the Discretion of the aforesaid Trustees and Parties estated in the Premises by Virtue of these Presents, or the major Part of them, or their Heirs or Assigns; **And** that he or they the said Collector or Collectors, Keepers, Wardens or Disposers so to be authorized as aforesaid, from Time to Time and at all Times hereafter, at and upon every reasonable Request to him or them made by the said (Feoffees) or Parties estated in the Premises by Virtue of these Presents, or the major Part of them, their Heirs or Assigns, shall and will well and truly yield and deliver unto them the said Trustees, or Parties estated in the Premises by Virtue of these Presents, their Heirs or Assigns, a true, perfect and just Account yearly, of all such Sum and Sums of Money, Rents, Issues and Profits of the Premises as he or they shall, before the Time of every such Request made, have received, disposed or employed in or about the Premises, or to or for the Uses or Purposes in these Presents mentioned and declared; and the Residue and Remainder thereof, not disposed or employed as aforesaid, shall and will satisfy and pay unto him or them who, as aforesaid, shall be appointed to be Collectors, &c. of the said Rents and Profits, their Costs and Charges in the Execution of the Trusts, as the major Part of the said Feoffees or Persons estated in the Premises by Virtue of these Presents, their Heirs or Assigns, shall appoint; **And also upon Trust** and Confidence, that when it shall happen there shall not be surviving and living above five or six of the Feoffees or Persons estated in the Premises by Virtue of these Presents, that then such or so many of them, as shall be then living, shall grant, convey, infeoff and confirm the said Messuages, Lands Tenements and other the Premises hereby granted and conveyed, unto twelve or more

Habendum to the new Feoffees or Trustees.

Power to Trustees to appoint Collectors, &c.

Trust as to Part of the Estate.

Trust as to the Residue:

Receivers, &c. to account with the Trustees.

The Feoffees when reduced to five or six to infeoff 12 others.

more such other Persons of the said Parish of *F.* as to them shall be thought to be of sober and discreet Demeanour, to the Use of them their Heirs and Assigns for ever, upon the Trusts and to the Intents and Purposes before in these Presents mentioned and declared; and the said *T. A. &c.* (the old Feoffees) for themselves severally and respectively, and not jointly, nor the one of them for the other of them, or for the Acts or Deeds of the other of them, do covenant, promise and agree to and with the said (new Trustees, that they have done no Act to incumber, saving Leases. Vide Covenants.) In Witness, &c.

A Settlement made by the Donor in her Life-time to Trustees for establishing a Charity School; whereby she endows it with a certain Lottery Annuity Stock therein particularly mentioned, with Power to Trustees to sell and purchase Lands of Inheritance therewith; with many other very useful Orders and Powers both as to the School and to the Trustees.

THIS Indenture made, &c. Between *M. V.* of, &c. Widow, of the one Part; and the Right Reverend Father in God *John* Lord Bishop of *St. A.* the Honourable *R. P.* Esq; one of the Barons, &c. the Reverend *Dr. W. S.* Dean of, &c. *T. S.* of, &c. Esq; and *M.* his Wife, *W. W. W.* of, &c. Esq; and *A.* his Wife, *M. V.* one of, &c. Clerk, *E. J.* of, &c. Esq; *H. H.* Citizen, &c. *T. R.* Clerk, Minister of *L.* in, &c. *R. R.* of, &c. Esq; *R. T. jun.* of, &c. and *J. H.* of, &c. Gent. (Trustees nominated by the said *M. V.* for the Management of the Charity hereby given) of the other Part. Whereas the said *M. V.* is minded to found and for ever to establish a Charity School in the Parishes of *L.* and *L.* or in one of them, in the County of *M.* for the educating and instructing of 30 poor Children born within the said Parish of *L.* or some of the neighbouring Parishes, in the Principles of the Church of *England*, and to read, write and cast Accounts, and other proper and useful Learning for poor Children, and for instructing 12 Boys within the said Parish of *L.* to read and learn their Chatechism, in Manner as herein after is mentioned, and as is herein after directed and appointed: And whereas the said *M. V.* is possessed of and well intitled unto the Sum of 1116 *l.* 10 *s.* Lottery Annuity Stock, erected by an Act of Parliament of the third Year of his Majesty's Reign, made (amongst other Things for redeeming the Duties, Revenues and Annuities therein mentioned, and for establishing a general yearly Fund for the future Payment of Annuities at several Rates to be payable and transferrable at the Bank of *England*, and redeemable by Parliament: Now this Indenture witnesseth, that for the End, Intent and Purpose aforesaid, and that the said Sum of 1116 *l.* 10 *s.* and all the Interest, Produce and Proceed thereof may be from Time to Time for ever hereafter disposed of, laid out and employed to the charitable Use and Purpose herein after in that Behalf expressed, The said *M. V.* for herself, her Heirs, Executors and Administrators, Doth covenant with the said Lord Bishop of *St. A. R. P.* &c. (the Trustees) and every of them, their and every of their Executors and Administrators, by these Presents, that the said *M. V.* her Executors or Administrators, shall and will well and sufficiently assign and transfer all the said Sum of — and all the Produce and Proceed thereof unto the said Lord Bishop of *St. A. R. P.* &c. or unto any two or more of them the said Trustees, their Executors, Administrators and Assigns: And it is hereby agreed and declared by and between the said Parties to these Presents, that such Assignment and Transfer so to be made as aforesaid shall be upon the several Trusts, Intents and Purposes, and subject to the Proviso, &c. (that is to say) Upon Trust, that they the said Trustees and the Survivor of them, and their Successors, shall with the Consent of the said *M. V.* (if living), but if dead, then without such Consent, sell and dispose of the said Sum of 1116 *l.* 10 *s.* and lay out and dispose of the Monies thereby raised in one or more Purchase or Purchases of Lands and Tenements in Fee-simple, within the said County of *M.* or *D.* or any other contiguous or adjacent County; such Purchase or Purchases to be taken in the Names of all the said Trustees or the Survivors of them and their Successors, upon the several Trusts, Intents and Purposes, and subject, &c. (that is to say) Upon Trust and Confidence that they the said Trustees and the Survivors of them, and their Successors for ever shall from Time to Time, and at all Times hereafter, pay, apply and dispose of the Rents and Profits of the said Lands and Tenements, when purchased, in Manner herein after mentioned, viz. in such Manner as the said *M. V.* shall from Time to Time direct and appoint during her Life, for and towards the Maintaining, supporting and Promoting of a Charity School within the said Parish of *L.* for the educating, instructing and cloathing of 30 poor Children born in the same Parish, or in some of the adjacent Parishes, in the Principles of the Church of *England* as by Law established, and to read, write and cast Accounts, and other proper and useful Learning for poor Children, viz. The Boys to read, write and cast Accounts; and the Girls to read, knit and work Plain-work; and for the educating and instructing

A Charity School.

The Indowment.

Covenant to transfer.

Trustees with Consent to sell and purchase Lands in Fee-simple.

How the Rents are to be applied.

ting of 12 poor Boys born within the said Parish of *L.* in the Principles of the Church of *England* as by Law established, and to read and say their Catechism; and after the Decease of the said *M. V.* Then the said Trustees and the Survivors of them, and their Successors for ever, shall apply, pay and dispose of the Rents, Issues and Profits of the Lands and Tenements, when purchased, in Manner herein after mentioned, (that is to say) — *per Ann.* thereof to be paid and applied from Time to Time, for and towards the teaching and instructing of 12 poor Boys within the said Parish of *L.* for ever; and — *per Ann.* for a Salary for a School-master, and — *per Ann.* for a Salary for a School-mistress for the Time being, for their teaching and instructing of 20 poor Boys and 10 poor Girls born within the said Parish of *L.* or in some of the adjacent Parishes, to read, write and cast Accounts, and to knit and work Plain-work in manner as aforesaid; and the Residue of the Rents, Issues and Profits of the said Lands and Tenements, when purchased, to be paid and applied for and towards the cloathing of the said 30 poor Children in *L.* aforesaid, and for Books, Paper and other Necessaries for the Improvement of the said poor Children; And as to the supplying of the said School from Time to Time with an able and fit School-master and Mistress, and likewise for the Placing of 30 poor Children in the said School, and for the visiting of the said School-master and Mistress, and for the preventing and punishing of Neglects, Misbehaviours and Misdemeanors that may happen in the said School-master and Mistress of the said School, and of the said Scholars there for the Time being, **It is by these Presents ordered,** directed and appointed by the said *M. V.* in Manner following, (that is to say) *In the first Place* the said *M. V.* **Doth** reserve to herself, during her Life, the full and sole Management of the said Charity School; And from and after her Death, that then the said Trustees and the survivors of them, and their Successors, Trustees for the said School, shall from Time to Time have the full Management of the said Charity School, and that from thenceforth the said 30 poor Children of *L.* or any other of the adjacent Parishes, and likewise the School-master and Mistress of the said School, from and after the Death, Removal or Resignation of such Master and Mistress, or any of the said poor Children, shall from Time to Time be elected, put and placed in the said School by the said Trustees and the Survivors of them, and their Successors, or the major Part of them for the Time being; And that the said School-master and Mistress for the Time being shall not receive any Money or other Presents of the said poor Children's Parents or Relations at their Entry or Breaking up, or upon any other Account whatsoever, but shall content themselves with the Salaries, Reward and Encouragement herein before directed to be paid them out of the Rents and Profits of the said Lands and Tenements when purchased; and that the said School-master and Mistress of the said School, and their Successors for the Time being, shall be at Liberty to take any other Scholars into the said School, not exceeding 20 in Number (besides the said 30 poor Children) and to take such Salaries or Rewards for teaching them as they shall think fit. And the said *M. V.* **Doth** hereby further order, direct and appoint, that the said 30 poor Children shall be from Time to Time chosen and elected out of the Natives (if it may be) or at least out of the Inhabitants of the said Parish of *L.* or other the said adjacent Parishes, (the Children of the Tenants of the Family of *L.* and *L.* being always preferred and taken into the said School, if qualified, before any others) and that none of such 30 poor Children be admitted unto the said School before the Age of seven Years, nor shall continue at the said School after the Age of 14 Years. And the said *M. V.* **Doth** hereby further direct, that the Trustees of the said Charity for the Time being, or as many of them as conveniently can, shall once in every Year, (*to wit*) upon *Tuesday* in every *Easter Week*, meet at the School-house where the said Charity School shall be kept, to examine into any Neglects, Miscarriages or Irregularities that may be of or in the said School-master and Mistress for the Time being, or any of the said 30 poor Children, and to make such reasonable By-Laws and Ordinances as to them shall seem meet, for the better Management and Promoting of the said Charity hereby given, and for the better Government of the said School-master and Mistress, and the said poor Children for the Time being. And it is hereby further ordered and declared by the said *M. V.* that it shall and may be lawful to and for the major Part of the Trustees of the said Charity for the Time being, for any gross Offence, Miscarriage, Irregularity or Neglect, to deprive and remove, or to suspend the School-master and Mistress of the said School for the Time being, or to expel any of the said poor Children. And it is hereby further ordered, directed and appointed, that a large writing Book to be bought by the said *M. V.* in her Life-time, or by the said Trustees after her Death, shall be carefully kept by the Master of the said School for the Time being, wherein shall be entered the Names of the said 30 poor Children, together with the Times when they were chosen and taken into the said School, and their respective Ages at the Time of their being received into the said School, and likewise the Names of such of the said 30 poor Children as shall be removed, or be sent from or shall depart from the said School, and the respective Ages of such poor Children at the Time of such Removal or Departure;

For punishing
Misdemeanors.

The Donor to
have the Management for
Life.

After her
Death, the
Trustees.

The School-
master and
Mistress not
to receive any
Money of the
Children's Parents.

To be at Liberty to take
Pay-children.

Children of
the Natives to
take the Preference.

Trustees to
examine into
Neglects, &c.
and make By-Laws.

Power to the
Trustees to
remove Master,
Mistress
or Boys for
Irregularity.

A Book to be
kept and for
what Purpose.

parture; and likewise in the said Book shall be entered the Minutes of what the said Trustees shall do at the Time of their said yearly Meeting, and likewise all such Rules or Orders as shall hereafter be made touching the said School, and also all Acts which shall be done by the Trustees for the Time being, or any of them, in Relation to the said School; which said Books shall be kept by the School-Master for the Time being of the said School, and shall be always ready to be produced and shewn unto the Trustees for the Time being, upon any reasonable Notice in that Behalf. And the said *M. V. Doth* further order, that the said Trustees, and the Survivors of them and their Successors, shall always (after her Death) elect and choose the said 12 poor Boys to be taught within the said Parish of *L.* out of the Children born within the same Parish, or at least out of the Inhabitants of the same. And the same *M. V. Doth* hereby further order, direct an appoint, that when and as often as the Number of Trustees for the Charity hereby given shall be reduced by Death to the Number of five, &c. (as in the last Settlement as to new Trustees). And it is hereby declared by the said *M. V.* that every future Bishop of *St. A.* and Dean of *St. A.* and the Minister of *L.* aforesaid and their Successors for the Time being, shall for the Time being be three of the Trustees of and for the said Charity, and shall be from Time to Time and at all Times consulted with the other Trustees in the Governing and Management of the said Charity: **Provided** always, and it is hereby agreed and declared, that it shall and may be lawful to and for the said *M. V.* at any Time or Times, by any Writing under her Hand and Seal (attested by two or more Witnesses) to make any further or other Orders and Directions for the better Management of the said Charity, and to alter, add to or revoke any of the Orders hereby made and appointed by her, relating to the same: **Provided** always, &c. (*Trustees not to be responsible for more than they shall receive, or for each others Acts. Vide Marriage Settlements.*) **Provided** lastly, and it is hereby agreed and declared, that the Interest, Profit and Proceed to arise by the said Lottery Annuity Stock, until the same be sold or redeemed by Parliament, and after the same be sold or redeemed by Parliament, until such Purchase be made, and by such placing out or disposing of Monies at Interest, or upon Funds, or the purchasing of Publick Stocks as aforesaid, shall be paid, applied and disposed of to and for the same Uses, as the Rents and Profits of such Lands and Tenements to be purchased as aforesaid, when purchased, are to go and be paid. **In Witness, &c.**

The chief Managers.

Power for the Donor to make further Orders.

A Settlement, whereby the Donor in his Life-time conveys to Trustees certain Lands and Hereditaments for the Indowment of a Charity School; the School-master to receive the Rents of said Lands, and to reside in the School-house, keeping it in Repair; and appointing his Chaplain to be the first School-master; and the Nomination of all future School-masters to be annexed to the Manor of B. (whereof the Donor was then Lord) to be made by the Lords thereof for the Time being.

THIS Indenture made, &c. Between Sir *W. St. J.* of — Bart. of the one Part, and Sir *J. F.* of — Bart. *W. St. J.* of — Esq; &c. (in all twelve Trustees) of the other Part. **Whereas** the said Sir *W. St. J.* or some other Person or Persons *In Trust* Recitals. for him, is or are seised in his or their Demesne as of Fee, by Copy of Court-Roll, or otherwise, of and in All that Messuage or Tenement, with the Garden and Appurtenances, &c. and now and for some Time since used and enjoyed as a School: **And whereas** the said Sir *W. St. J.* is also seised in his Demesne as of Fee, of and in all those Freehold, &c. **And whereas** the said Sir *W. St. J.* is minded to found and for ever to establish a Charity in the Parish of *B.* (wherein the said Sir *W. St. J.* now dwelleth) for the Benefit of the said Parish and Town of *B.* and to erect and endow a School there for the Education of 20 free Scholars, in Manner as herein after is mentioned, and that the said Messuage or Tenement shall for ever hereafter be used as a Free-School House for the teaching of Scholars therein: **Now this Indenture Witnesseth**, that for the Ends, Intents and Purposes aforesaid, and that the Rents, Issues and Profits of the Hereditaments herein after mentioned, may from Time to Time for ever hereafter be disposed of, laid out and imployed to the charitable Uses and Purposes herein after in that Behalf expressed; and for and in Consideration of the Sum of 5*s.* of lawful Money to the said Sir *W. St. J.* in Hand paid by the said Sir *J. F. & al.* (Trustees) at or before the Sealing and Delivery of these Presents, the Receipt whereof is hereby acknowledged, and for divers other good Causes and valuable Considerations the said Sir *W. St. J.* hereunto especially moving, **He** the said Sir *W. St. J.* hath bargained, sold, remised, released, infeoffed and confirmed, and by these Presents **Doth**, &c. unto the said Sir *J. F. &c.* (in their actual Possession, &c.) and to their Heirs, All that, &c. and the Reversion

Feoffment.

tion

Habendum
to the Tru-
tees.

The School-
Master to re-
ceive the
Rents.

His Receipt
to be a suffi-
cient Dis-
charge.

The Appoint-
ment of the
first School-
Master.

without any
further Re-
ward.
Nomination
in the Lords
of the Manor
of B.

The School
Masters to be
Masters of
Arts.

Trustees to
view the Re-
parations of
the School-
House.

tion and Reversions, &c. and also all the Estate, Right, &c. **To have and to hold** the said, &c. and all and singular other the Premises hereby released, or mentioned or intended to be hereby released, and every Part and Parcel thereof, with their and every of their Appurtenances, unto the said Sir J. F. &c. their Heirs and Assigns, **To the only Use** and Behoof of the said Sir J. H. &c. their Heirs and Assigns for ever; *Subject* nevertheless to the Trust-Premises; (that is to say) **Upon Trust** that they the said Sir J. F. &c. their Heirs and Assigns, shall and will, from Time to Time, and at all Times hereafter, permit and suffer the said School-Master of the said School, and his Successors for the Time being, to take and receive the Rents, Issues and Profits of the said, &c. and all and singular other the Premises hereby released, or mentioned or intended to be hereby released, with their and every of their Appurtenances, to his and their own Use; **And it is** hereby declared, that the Receipt or Acquittance of the said School-Master for the Time being, shall be a good Discharge, to the Tenant or Tenants of the Premises hereby released for the Rents or the same Premises, which shall from Time to Time be paid by the said Tenant or Tenants to the said School-Master for the Time being; **And as** to the Supplying of the said School from Time to Time, with an able and fit School-Master, and likewise for the Placing of 20 Boys in the said School, and for the Visiting of the said School-Master, and for the Preventing and Punishing of Neglects, Misbehaviours and Misdemeanors that may happen in the said School-Master of the said School, and of the said Scholars there for the Time being; *It is* by these Presents ordered, directed and appointed by the said Sir W. St. J. in Manner following; (that is to say) In the first Place, he the said Sir W. St. J. **Doth** constitute and appointed, and by these Presents **Doth** constitute and appoint N. G. M. A. (being Chaplain to the said Sir W. St. J.) to be School-Master of the said School, for and during the Term of his natural Life; **And** the said N. G. shall, as long as he shall continue School-Master of the said School, take and enjoy the Rents, Issues and Profits of the said Lands and Premises to his own Use, and that the said N. G. and his successors, School-Masters of the said School, for and in Consideration of the Rents and Profits of the Premises hereby released, or mentioned or intended so to be, and by him and them to be taken and enjoyed as aforesaid, shall from Time to Time teach and instruct 20 poor Boys to be elected and put into the said School, in Manner herein after mentioned, to read, write and cast Accounts, without receiving any Salary, Gratuity or Reward for the same either from the said Parish of B. or from any of the Relations or Friends of the said 20 poor Boys, or of any of them; **And** that from henceforth the said 20 poor Scholars, and likewise the School-Master of the said School, from and after the Death or Resignation of the said N. G. shall from Time to Time be elected, nominated and put and placed into the said School by the said Sir W. St. J. his Heirs and Assigns, Lords of the Manor of B. for the Time being; the Intent and Meaning of the said W. St. J. being, that such Privilege of Nomination of the said School-Master herein after be annexed to the said Manor or reputed Manor of B. and in case of the Minority or Absence out of the Realm of any of the Heirs or Assigns of the said Sir W. St. J. Lords of the said Manor of B. then such Nomination to be made by the Guardians of such Minor, or by the Substitute or Deputy of such absent Person; or in Default of making such Substitute or Deputy, then by the Trustees for the Time being of the said Premises, or the major Part of them; **And the said Sir W. St. J.** doth hereby further order, direct and appoint, that the School-Master of the said School, and his Successors for the Time being, shall be Masters of Arts of one of the two Universities of *Oxford* or *Cambridge*; and that the School-Master of the said School, and his Successors for the Time being, shall be at Liberty to take any other Scholars, &c. (as in the last Settlement); **And the said Sir W. St. J.** doth hereby further order, direct and appoint, that the said 20 poor Scholars, shall be from Time to Time nominated, chosen and elected out of the Natives (if it may be) or at least out of the Inhabitants of the said Parish of B. and that none of the said 20 poor Scholars shall be admitted into the said School before the Age of eight Years, or before they can read in their Testaments, nor shall continue at the said School after the Age of fifteen Years; **And** the said Sir W. St. J. doth hereby further direct and desire, that the said Trustees of the said Premises, and their Assigns, and their Successors for the Time being, shall once in every Year meet at the said Messuage or Tenement intended and agreed to be settled and conveyed by the said Sir W. St. J. to and upon the same Trustees, their heirs and Assigns, for a School-House, to view the Repairs of the said House, and the Appurtenances thereof, (the same from Time to Time to be kept in good Repair at the Costs and Charges of the School-Master for the Time being) and to give Orders, if Occasion be, to the School-Master for the Time being, for the Reparation of the same; **And** to examine whether the said School be fully supplied with the said 20 poor Scholars, and how many thereof be wanting, and to give Notice thereof to the said Sir W. St. J. his Heirs or Assigns, Lords of the said Manor of B. for the Time being, for the Supplying of the said School with so many Scholars as shall be wanting of the said Number of twenty, and to examine into any Neglects, &c. (and make By-laws, as in the last Settlement); **And** it is hereby further ordered and declared,

&c. (Power

Ec. (Power to remove the School-Master, &c. as in the last); And it is hereby also further declared, that it shall and may be lawful to and for the said School-Master of the said School for the Time being, with the Consent of the said Sir *W. St. J.* his Heirs or Assigns, Lords of the said Manor of *B.* in Writing first had and obtained, to demise and lease, *Ec.* (Power to grant Leases as in Marriage Settlements); And it is hereby declared that the Trustees of the said Charity for the Time being, shall stand seised of the said Lands so to be leased, in Manner as aforesaid, in Trust for such Leases, during the Continuance of the Leases so to be made as aforesaid; And it is hereby further ordered, directed and appointed, that the said School-Master shall at his own Charges buy and carefully keep a large Writing Book, wherein shall be entered the Names, *Ec.* (as in the last Settlement); And likewise a short Abstract of the Leases, which shall be hereafter made by the School-Master for the Time being, expressing the Dates and Commencement of such Leases, and the Term of Years for which the said Leases shall be made, and the Names of the Leases, and likewise the Rents which shall be reserved upon the said Leases; which said Book shall be kept by the School-Master for the Time being, of the said School, and shall be always ready to be produced and shewn unto the said Sir *W. St. J.* his Heirs or Assigns, Lords of the said Manor, and unto any of the Trustees for the Time being upon any reasonable Notice in that Behalf. And the said Sir *W. St. J.* doth hereby further order, direct and appoint, that when and as often as the Number of Trustees for the Charity hereby given, shall be reduced by Death to the Number of six, *Ec.* (as in the last and foregoing Settlements); And the said Sir *W. St. J.* for himself; his Heirs, Executors, Administrators and Assigns and for every of them, doth covenant, promise and grant to and with the said Sir *J. F. Ec.* their Heirs and Assigns, and to and with every of them by these Presents, that he the said Sir *W. St. J.* his Heirs and Assigns, shall and will, at any Time hereafter, upon Request, well and sufficiently convey, or cause to be conveyed in due form of Law, all the said Messuage or Tenement, with the Appurtenances, to the said Sir *J. F. Ec.* their Heirs and Assigns, **To the Use** and Behoof of the said Sir *J. F. Ec.* their Heirs and Assigns for ever, **Upon Trust** and to the Intent and Purpose, that the said Messuage or Tenement may for ever hereafter be used, occupied, holden and enjoyed, as and for a School-house for the Teaching of the said 20 poor Scholars, and such other Scholars as the said *N. G.* and his Successors, School-Masters of the said School for the Time being, shall think fit to receive into the said School; And the said Sir *W. St. J.* doth hereby order, direct and appoint, that the said School-Master, of the said School, and his Successors for the Time being, and his and their Family, may, if he or they shall think fit, always inhabit in and enjoy the said Messuage, or Tenement, with the Appurtenances, and shall from Time to Time, at his and their proper Costs and Charges, keep and maintain the same in good and sufficient Order and Repair. (Proviso that the Trustees may enter into the said House after Notice given, and no Repairs done; and Trustees not to be responsible for more Monies than they shall receive, nor for the Acts of each other, as in foregoing Settlements, &c.) **In Witness,** &c.

Covenant for
a further
Conveyance.

The School-
Master and
Family to
inhabit if he
repairs.

Settlement by a Donor in his Life, by consent of his eldest Son, by his being made one of the Trustees therein, whereby the Donor charges certain Lands with an Annuity or Rent-Charge of 30 l. per Ann. towards Endowing a Charity School for 30 Children; and that if it should prove deficient towards Educating that number, then so many as it would extend to; and if the School should be discontinued, the 30 l. Rent-Charge to sink into the Inheritance.

THIS Indenture, &c. Between Sir *W. B.* of, *Ec.* Bart. of the one Part, and *C. B.* Esq; eldest Son and Heir apparent of the said Sir *W. B. R. H.* Esq; *J. S.* Clerk, Rector of *D. Ec.* (twelve Trustees) now Residents and Inhabitants of the said Parish of *D.* of the other Part. **Whereas** the said Sir *W. B.* and other charitable Persons, Inhabitants of the said Parish of *D.* have lately set up a Charity School within the said Parish of *D.* for the Educating and Instructing of 30 poor Children, *Ec.* (as in the third Settlement): **Now this Indenture witnesseth,** that for the End, Intent and Purpose aforesaid, and that the Annuity or yearly Rent-Charge of 30 l. hereby mentioned or intended to be granted, may from Time to Time for ever hereafter be disposed of, laid out and employed to the charitable Use and Purpose herein after in that Behalf expressed; and for and in consideration of the Sum of 5 s. of, *Ec.* to the said Sir *W. B. Ec.* **He** the said Sir *W. B.* hath given, granted, bargained, sold and confirmed, and by these Presents **Doth** for himself, his Heirs and Assigns, give, *Ec.* unto the said *C. B. Ec.* their Heirs and Assigns, **One** Annuity or yearly Rent-Charge of 30 l. of, *Ec.* to be yearly issuing and going out of all, *Ec.* **To have, hold,** perceive and yearly to receive, take and enjoy the said Annuity or yearly Rent-Charge of 30 l. unto and to the Use of the said *C. B. R. H. Ec.* their Heirs and Assigns for ever, to be paid and payable yearly at the two most usual Feast or Days

The Indow-
ment.

The Rent-
Charge to be
issuing out
of Lands.

Clause of
Entry.

The Donor
constitutes the
first School-
Master and
Mistress du-
rante bene-
placito.

The Rector
of D. for the
Time being
to be chief
Manager.
If the Endow-
ment be defi-
cient to edu-
cate 30 Chil-
dren, then so
many as it
will extend to.
If the Charity
School shall
be disconti-
nued, the
Charity to
sink into the
Inheritance.

of Payment in the Year; (that is to say) at, &c. by even and equal Portions; the first Payment thereof to begin and be made at the Feast-Day of — next ensuing, &c. and all the Payments thereof to be made at or in D. Court, without any Manner of Deductions or Abatements out of the same, or any Part thereof, for or in Respect, &c. Upon the several Trusts, Intents and Purposes, And subject to the Provisoes, Conditions and Agreements herein after mentioned, expressed and declared of and concerning the same Annuity or yearly Rent-Charge of 30 l. And the said Sir W. B. for himself, his Heirs and Assigns, doth covenant and grant to and with the said &c. (Covenant to enter and distrain for Non-payment, as in Marriage Settlements. Vide Tit. Covenants.) And the said Sir W. B. for himself, his Heirs and Assigns, doth covenant and grant to and with the said C. B. R. H. &c. their Heirs and Assigns, that in case the said Annuity or yearly Rent-Charge of 30 l. or any Part thereof, shall be behind or unpaid by the Space of 40 Days next over, &c. (to enter and receive the Rents, as in Marriage Settlements:) **Provided always**, and it is hereby agreed and declared by and between the Parties to these Presents, and the true Intent and Meaning of them, and of these Presents is, and the said Annuity of, &c. is hereby granted to them the said C. B. R. H. &c. their Heirs and Assigns, upon the several Trusts, Intents and Purposes, and subject to the Provisoes, Conditions and Agreements herein after mentioned, expressed and declared of and concerning the same; (that is to say) Upon Trust and Confidence, that they the said C. B. and R. H. &c. their Heirs and Assigns, shall and will from Time to Time, and at all Times hereafter, pay, apply and dispose, &c. (to the same Effect as in third Settlement under marginal Note; Rents how to be applied); And as to the Supplying of the said School, from Time to Time, with an able and fit School-Master and Mistress, and likewise for the Placing of 30 poor Children in the said School, and for the Visiting of the said School-Master and Mistress, and for the Preventing and Punishing of Neglects, Misbehaviours and Misdemeanors that may happen in the said School-Master and Mistress of the said School, and of the said Scholars there for the Time being; **It is by these Presents** ordered, directed and appointed by the said Sir W. B. in Manner following; (that is to say) In the first Place, the said Sir W. B. hath constituted and appointed, and doth constitute and appoint T. S. and S. his Wife, to be School-Master and Mistress of the said School, for so long a Time as he the said Sir W. B. shall think fit; and that the said Trustees, and the Survivors and Survivor of them, and their Successors, Trustees for the said School, shall from Time to Time pay and allow such yearly Allowance as they shall think fit and reasonable out of the said Annuity or yearly Rent-Charge of 30 l. to such Master and Mistress of the said School for the Time being, for their Teaching, &c. (as in the third Settlement before, mutatis mutandis); And that the said School-Master and Mistress for the Time being, shall not receive any Money, &c. (as in the third Settlement, but might take Pay-Children); And the said Sir W. B. doth hereby further order, direct and appoint, that the said 30 poor Children shall be from Time to Time chosen and elected out of the Natives, &c. (as in last Settlement); And the said W. B. doth hereby further direct and desire, that the Heirs and Assigns of him the said Sir W. B. Owners of the said Capital Messuage of him the said Sir W. B. in D. aforesaid, for the Time being, And the said Trustees for the Time being, &c. (exactly as under Title Trustees, to examine into Neglects and make By-Laws); And it is hereby further ordered and declared by the said Sir W. B. that it shall and may be lawful to and for the major Part of the Trustees, &c. (Power to remove Master or Scholars for Irregularity, as in third Settlement, and the Master to keep a Book, as in same and the last Settlement); And the said Sir W. B. doth hereby further order, direct and appoint, that when and as often as the Number of Trustees for the Charity hereby given shall be reduced by Death, &c. (Power to assign to new Trustees, as in second Settlement); And it is hereby declared by the said Sir W. B. that after the Death or Removal of the present Rector of D. aforesaid, every future Rector of D. aforesaid shall for the Time being be one of the Trustees, and be from Time to Time, and at all Times, consulted with by the other Trustees in the Governing and Management of the said Charity: **Provided always**, that in case the said yearly Rent of 30 l. shall prove deficient (with the Contributions (if any) of other well disposed charitable Persons) for the Educating of 30 poor Children, as aforesaid, that the same 30 l. per Ann. shall be applied for and towards the Educating of as many poor Children as the same shall reasonably extend to educate in Manner aforesaid: **Provided always**, and the said Charity hereby given and granted, is upon this express Condition, that in case the said Charity School at D. aforesaid shall be totally discontinued or come to an End, that then and in such Case only, and from thenceforth, these Presents and the Grant hereby made of the said Annuity or yearly Rent-Charge of 30 l. and every Thing herein contained, shall cease, determine, and be utterly void and of none Effect to all Intents and Purposes whatsoever, for the Benefit of such Person or Persons, who for the Time being shall be Owner or Owners of the said Lands and Grounds hereby charged and made liable to and with the said Rent-Charge; any Thing herein contained to the contrary thereof in any wise notwithstanding. (Trustees not answerable for more Monies than they shall receive, nor for the 12s of each other). In Witness, &c.

Settle-

Settlements on Servants.

A Settlement by a Widow on a Servant, in Consideration of his faithful Service to her and her deceased Husband, whereby she releases and assigns to him in Fee several Manors, &c. after her Decease, subject to the Raising and Paying thereof 10,000 l. as she by Will, or otherwise, should direct.

THIS Indenture of Release, &c. Between M. S. Widow and Relict of W. S. late of, &c. Esq; of the one Part, and R. D. of, &c. Gent. of the other Part, Witnesseth The Considerations.
that for and in Consideration of the many faithful Services done by the said R. D. to her said late Husband W. S. and the said M. S. well knowing the very kind and favourable Intentions which her said late deceased Husband had for and towards him the said R. D. much beyond what her deceased Husband has by his Will and Codicil given him the said R. D. and for a Recompence for the constant Assistance which he the said R. D. has from Time to Time given, as well to the said W. S. as to the same M. S. in the Management of their Affairs, and out of an Intention to promote and advance the said R. D. and his Family, and for and in Consideration of the Sum of 10 s. of, &c. to the said M. S. in Hand paid by the said R. D. at or before the Sealing and Delivery of these Presents, the Receipt whereof is hereby acknowledged, and for divers other good and valuable Causes and Considerations the said M. S. thereunto moving, she the said M. S. hath granted, released and confirmed, and by these Presents Doth grant, &c. unto the said R. D. (in his actual Possession, &c.) and to his Heirs and Assigns, **All** that the Manor, &c. (the Parcels; with the general Words as to other Manors); **To have and to hold** the said Manors, &c. Hereditaments, and all and singular other the Premises hereby granted and released, or mentioned or intended so to be, and every Part and Parcel thereof, with their and every of their Appurtenances, unto the said R. D. and his Heirs, to the Uses following, viz. **To the Use** and Behoof of the said M. S. for and during the Term of her natural Life, without Impeachment of or for any Manner of Waste; and from and after the Decease of the said M. S. then to the Use and Behoof of the said R. D. his Heirs and Assigns for ever: **Provided always**, and it is hereby agreed and declared by and between the said Parties to these Presents, that it shall and may be lawful to and for the said M. S. (Power to make Leases, as in first Settlement before Marriage): **And whereas** the said M. S. is either in Law or Equity possessed of, or intitled to the Residue and Remainder of a Term, &c. (Recitals of her being seised for a Term): **Now this Indenture further witnesseth**, that for the Considerations aforesaid, and also for and in Consideration of the Sum of 10 s. of, &c. to the said M. S. in Hand paid by the said R. D. at or before, &c. the Receipt, &c. she the said M. S. hath assigned, transferred and set over, and by these Presents Doth, &c. unto the said R. D. his Executors, Administrators and Assigns, **All** that the said Manor of, &c. **To have and to hold** the said Manor of, &c. (three Habendums relating to three separate Parcels). **And** it is hereby agreed and declared by and between the said Parties to these Presents, that the Assignment hereby made of the said several and respective Leasehold Premises, unto the said R. D. his Executors, Administrators and Assigns, was and is upon the Trust following, viz. **In Trust** for the only Benefit and Advantage of the said M. S. for and during the Term of her natural Life; and from and after her Decease, then to and for the only Benefit and Advantage of the said R. D. his Executors, Administrators and Assigns, for and during all the Rest and Residue of the said several and respective Terms of 99 Years, 500 Years, and 99 Years, which shall be therein respectively then to come and unexpired; *Subject nevertheless* to the Payment of all the Debts and Legacies of the said W. S. which shall remain unpaid at the Decease of the said M. S. **And whereas** the said M. S. is intitled either in Law or Equity to the said Manor of E. with its Appurtenances, for and during the natural Lives of — and the Life of the longest Liver of them: **Now this Indenture likewise further witnesseth**, that for the Considerations aforesaid, and also for and in Consideration of the Sum of 10 s. of, &c. to the said M. S. in Hand paid by the said R. D. at or, &c. the Receipt whereof is by her hereby also acknowledged, she the said M. S. hath granted, bargained, sold, released and confirmed, and by these Presents Doth grant, &c. (in his actual Possession now being) and to his Heirs and Assigns, **All** that the said Manor of — with the Rights, Members and Appurtenances thereof, and the Reversion, &c. and also all the Estate, &c. **To hold** the said Manor of E. with the Rights, Members and Appurtenances thereof, and every Part and Parcel thereof, unto the said R. D. his Heirs and Assigns, from henceforth for and during the natural Lives of — and for and during the Life of the longest Liver of them, to and for the several Uses following; (that is to say) **To the Use** and Behoof of the said M. S. for and during her natural Life, and from and after her Decease, **To the Use** and Behoof of the said R. D. his Heirs and Assigns, for and during the natural

The Considerations.

Recital of the Lease for a Year.

To the Use of herself for Life, Remainder to the Servant in Fee.

Assignment of all same Premises.

Habendum.

Declaration of the Trusts thereof.

As to an Estate for three Lives.

Conveyance thereof.

Subject to a Mortgage and the Debts and Legacies of her late Husband. Subjected by the Widow to the Raising and Paying 10,000 l. as she by Will, or otherwise should direct.

ral Lives of the said — and for and during the Life of the longest Liver of them; *Subject nevertheless* to the Payment of the Monies due thereon to S. T. Widow, upon a Mortgage to her made thereof, and which shall remain due at the Death of the said M. S. and subject also to Payment of all such Debts and Legacies of the said W. S. which shall be due thereon at the Death of the said M. S. **Provided lastly**, and it is hereby agreed and declared by and between the said Parties to these Presents, and the express Meaning of these Presents is, that it shall and may be lawful to and for the said M. S. at any Time during her natural Life, by any Deed or Deeds, Writing or Writings, or by her last Will and Testament in Writing to be by her signed, sealed, delivered and published in the Presence of three or more Witnesses, to charge all or any Part or Parts of the said Manors, Messuages, &c. as well Freehold, as Leasehold, to and with the Raising and Payment of any Sum or Sums of Money, not exceeding 10,000 l. in the whole, to and for such Person and Persons, and to and for such Use or Uses, Intents and Purposes, and payable at such Time or Times, and in such Proportions, and in such Manner, and with such Powers, Ways and Means for Raising thereof, as she the said M. S. shall think fit to appoint; any Thing herein contained to the contrary thereof in any wise notwithstanding. **In Witness, &c.**

A Settlement by the Duchess Dowager of M. on two of her Servants on their Inter-marriage, by a Bond entered into by her to each of them for securing to each of them a separate Annuity during her and their Joint Lives; and after her Decease (in case they survived) two gross Sums, the Uses whereof are settled as follows.

Bond for securing the Payment of an Annuity of 100 l. to a Woman,

not to be liable to the Husband's Control; the Bond to be void on Payment of 1000 l. by the Duchess's Executors. Recital of another Bond.

The last Bond to be void on Payment of 500 l. by the Executors. Transfer of South-Sea Stock to the Trustees. Recital of a Marriage intended. The Agreement.

THIS Indenture Tripartite made, &c. Between B. of, &c. of the first Part, A. of, &c. of the second Part, and C. and D. (the Trustees) of the third Part. Whereas the Most Noble S. Duchess Dowager of M. by her Bond or Obligation, bearing even Date herewith, for the Reasons and Considerations therein recited did become bound to the said C. and D. (being Persons nominated by the said A.) in the penal Sum of 1000 l. with a Condition thereunder written; (to wit) That if the said Duchess Dowager of M. should well and truly pay, or cause to be paid unto the proper Hand of the said A. the annual Sum of 100 l. of, &c. during the Joint Lives of the said Duchess Dowager and the said A. by equal quarterly Payments, at the four most usual Feasts or Days of Payment in every Year, viz. &c. the first Payment whereof to begin and be made at the Feast of, &c. then and now next ensuing the Date hereof, exclusive of any Husband if she the said A. might at any Time hereafter marry, and of which he is to have no Control or Power over; and also if the Executors or Administrators of the said Duchess Dowager, at her Death, (if the said A. should her survive) pay or cause to be paid unto the said C. and D. and the Survivor of them, his Executors and Administrators, the Sum of 1000 l. of, &c. upon such Trusts, and to and for such Intents and Purposes, as by an Indenture Tripartite, intended to bear even Date therewith, should be mentioned and declared, that then the said Bond should be void: **And whereas** by another Bond or Obligation, bearing even Date herewith, the said Duchess Dowager of M. for the Reasons and Considerations therein recited, did become bound to the said C. and D. (being Persons also nominated by the said B.) in the Penal Sum of 1000 l. with Condition thereunder written; (to wit) That if the said Duchess Dowager of M. should pay, or cause to be paid to the said B. the annual Sum of 50 l. of like, &c. during the Joint Lives of the said Duchess Dowager and the said B. by equal quarterly Payments, at the before mentioned four most usual Feasts or Days of Payment in the Year; the first Payment thereof to begin and to be made on, &c. next ensuing the Date thereof; and if the Executors or Administrators of the said Duchess Dowager should at or immediately after her Death (if the said B. should her survive) pay, &c. (as before) as in and by, &c. **And whereas** the said B. being intitled to 100 l. South-Sea Annuity Stock in the South-Sea Company, and the said A. being also intitled to 430 l. South-Sea Annuity Stock in the same Company, did respectively on the — Day of — assign and transfer the same respective Stocks of 100 l. and 430 l. unto the said C. and D. as by the said Transfer-Books of the said Company, Relation being thereunto had, may more fully appear: **And whereas** a Marriage by the Permission of God is shortly intended to be had and solemnized between the said B. and A. **And whereas** it has been agreed by and between the said B. and A. that the said several Stocks of 430 l. and 100 l. and the said annual Sum of 100 l. and also the said several Sums of 1000 l. and 500 l. (in case the same, or either of them shall ever grow due) shall be settled and assured upon the Trusts, and to and for the Intents and Purposes herein after in that Behalf respectively mentioned: **Now this Indenture witnesseth**, that for the Consideration of the said intended Marriage, and in Pursuance of the said Agreements, and for settling the said respective Stocks of, &c. and the said annual Sum of 100 l. and the said several Sums of 1000 l. and 500 l. (which

(which are respectively to arise upon the respective Contingent Uses of the said *A.* and *B.* respectively surviving the said Duchess Dowager, as aforesaid) upon the Trusts, and to the Intents and Purposes herein after respectively mentioned, **It is** hereby declared by the said *A.* by and with the Consent and Approbation of the said *B.* (testified by his being Party hereto) and it is hereby agreed by the said *B.* and the true Intent and Meaning of these Presents, and of the Parties to the same is, that the said 430 *l.* *South-Sea* Annuity Stock, so transferred by the said *A.* to the said *C.* and *D.* as aforesaid, and all the Dividends, Produce and Profits from henceforth arising from the same, and also the said 100 *l.* *per Ann.* Annuity, secured to the said *A.* for and during the Joint Lives of the said Duchess Dowager of *M.* and her the said *A.* by the first herein before mentioned Bond or Obligation, and also of the said 1000 *l.* secured by the said first recited Bond, in case the said *A.* shall survive the said Duchess Dowager of *M.* and the Interest and Produce thereof from Time to Time, which shall arise or grow due for the same, shall be subject to the Trusts, Provisoes, Powers and Agreements herein after mentioned and declared of and concerning the same respectively, and to or for no other Trust, Intent or Purpose whatsoever, *viz.* **Upon Trust** that they the said *C.* and *D.* or the Survivor of them, his Executors and Administrators, shall, from and after the Solemnization of the said intended Marriage, permit and suffer, and, as far as they lawfully may, authorise the said *A.* to take and receive all the Dividends, Profits and Produce of the said 430 *l.* *South-Sea* Annuity Stock, as the same shall from Time to Time accrew or grow due; and as to the said annual Sum of 100 *l.* so secured during the Joint Lives of the said Duchess Dowager and her the said *A.* from Time to Time, as the same shall accrew and become payable, to her own proper and separate Use and Benefit, exclusive of the said *B.* her intended Husband; and that the said 430 *l.* Stock, or the said Dividends and Profits thereof, or the said annual Sum of 100 *l.* or any Part thereof, shall not be liable or subject to the Debts, Controul or Disposition, &c. (as before in Marriage Settlements and Covenants.) And as to the said 1000 *l.* so secured by the said Bond as aforesaid, in case the same shall become due and payable by Reason of the said *A.*'s surviving the Duchess Dowager; it is hereby declared and agreed, and the true Intent and Meaning of these Presents, and the Parties to the same is, that they the said *C.* and *D.* or the Survivor of them, his Executors and Administrators shall receive of and from the Executors and Administrators of the said Duchess Dowager, the said Sum of 1000 *l.* and the Interest accrewing thereon (if any) and place out the said Principal upon such Government or other Security or Securities, as they the said *C.* and *D.* or the Survivor of them, his Executors and Administrators shall think most proper, and shall permit and suffer, and as far as they lawfully may, authorise, &c. (as before in Relation to the Stocks); And from and after the Decease of the said *A.* **Upon further Trust**, that they the said *C.* and *D.* or the Survivor of them, his Executors and Administrators, shall pay or assign over and transfer as well the said Capital 430 *l.* *South-Sea* Annuity Stock, and the Dividend thereon then due and payable, or which shall grow due and payable after the Decease of the said *A.* as also the said 1000 *l.* so secured by the said recited Bond or Obligation (in case the same shall become payable) and the Interest thereon due at the Time of the Decease of the said *A.* or which afterward shall become due and distributive to and amongst all such Child or Children of the said *A.* by the said *B.* to be begotten, as shall be living at the Time of the Death of the said *A.* in such Shares and Proportions, and in such Manner, as the said *A.* notwithstanding her intended Coverture, shall by her last Will and Testament in Writing by her duly executed, or by any other Writing under her Hand and Seal, to be attested by two or more credible Witnesses, shall direct, limit or appoint; and for want of such Direction, Limitation or Appointment, then to and amongst all the Children of the said *A.* by the said *B.* to be begotten, as shall be living at the Time of the Decease of the said *A.* equally Share and Share alike; and in Default of such Issue, (to such Person as she by Will should appoint, as before); and for want of such Direction, Limitation or Appointment, to the Executors, or Administrators of the said *A.* **Provided always nevertheless**, and it is hereby further agreed and declared by and between the said *B.* and *A.* his intended Wife, testified by their being Parties to, and their Sealing and Delivery of these Presents, and it is the true intent and Meaning of these Presents, and the Parties hereunto, that the said *A.* notwithstanding her said intended Coverture, and whether she shall be Covert or Discover, shall have full Power, Liberty and Authority; and that it shall and may be lawful to and for her the said *A.* by any Deed or Deeds, Writing or Writings to be by her subscribed, sealed and executed in the Presence of two or more credible Witnesses, by and with the Consent and Approbation of the said Duchess Dowager, during her Life, and after her Death, of the said *C.* and *D.* testified by the said Duchess, in case she be then living, or in case her Grace be then dead, then by the said Executrix as aforesaid subscribing, sealing and executing of such Deed or Deeds, Writing or Writings, to alter or revoke, &c. (Power to *A.* to revoke the former and appoint new Uses. Vide

A.'s Share how settled.

A.'s other Share to be placed out by Trustees,

to the Use of the Children as *A.* should appoint;

if no Appointment, Share and Share alike.

The Husband's Share

B.'s Share after his and A.'s Deceases to be paid to his Executors.

Tit. Revocation, &c.) And it is hereby further declared by and between the said B. and A. his intended Wife, testified by their respectively being Parties to, and Signing, Sealing and Executing hereof, that the said 100 l. *South-Sea* Annuity Stock so transferred by the said B. to the said C. and D. is assigned, (and all the Dividends, Produce and Profits from henceforth arising from the same, and also the said 500 l. so secured by the said last recited Bond or Obligation (in case the said B. shall survive the said Duchess Dowager,) and the Interest and Produce thereof from Time to Time arising and growing due for the same,) and shall be subject to the Trusts, Provisoes and Agreements herein after mentioned and declared of and concerning the same respectively, and to or for no other Trust, Intent or Purpose whatsoever, viz. That, &c. (to the same Uses as the Wife's Share is before limited verbatim, mutatis mutandis) That they the said C. and D. and the Survivor of them, their Executors, &c. Upon further Trust, that they the said C. and D. and the Survivor of them, his Executors and Administrators, do and shall transfer and pay, as well the said 100 l. *South Sea* Annuity Stock, as also the said 500 l. in case the same shall become payable, and the Dividends, interest and Produce thereof respectively, to the Executors or Administrators of the said B. any Thing herein, &c. **Provided always**, and it is hereby further agreed and declared to be the true Intent and Meaning of these Presents, and of the respective Parties hereto, that it shall and may be lawful to and for the said C. and D. &c. (Trustees to reimburse, and not to be chargeable the one for the other's Default. Vide first Marriage Settlement). And the said B. for himself, his Heirs, Executors and Administrators, and for every of them, doth covenant with the said C. and D. and the Survivor of them, his Executors and Administrators, &c. (For further Assurance, vide Tit. Covenants.) **In Witness, &c.**

Submission.

Submission to an Award, with a Covenant from each Party not to revoke but perform the same.

General Words, which may be altered as the Case may require.

Agreement not to revoke.

THIS Indenture, made, &c. Between B. A. of, &c. of the one Part, and D. C. of, &c. of the other Part, Witnesseth, that the said B. A. and D. C. do by these Presents willingly and voluntarily compromise and submit themselves to the Award, Arbitrament, Order, and final Determination of, &c. (the Arbitrators) indifferently named, elected and chosen by the said Parties to award, arbitrate, order, finally determine, judge and decree, for, upon and concerning all and all Manner of Actions, Cause and Causes of Actions, Suits, Debts, Strifes, Accounts, Reckonings, Sum and Sums of Money, Trespases, Quarrels, Bonds, Specialties, and all other Matters and Things whatsoever had, made, arisen, moved, or now depending in Dispute or Controversy between the said (a) Parties, so that the said Arbitrators do make their Award, Order, final Determination and Judgment in Writing indented under all their Hands and Seals, on or before — now next ensuing, and one Part thereof deliver or cause to be delivered unto the said B. A. or his Attorney or Attornies, Deputy or Deputies in that Behalf requiring the same, at or in, &c. (the Place appointed), and the other Part of the said Award, &c. to the said D. C. his Attorney or Attornies, Deputy or Deputies so requiring the same, (at the same Day and Place), so that the said Arbitrators do not by the said Award order or appoint any Act or As, Thing or Things to be done or performed by or to any Person or Persons, either than to or by the said Parties to these Presents, their Heirs, Executors, Administrators or Assigns, and not to or by any Stranger or Strangers to this present Submission: **And** the said B. A. and D. C. and each of them for themselves, their and each of their Heirs, Executors and Administrators, Do by these Presents mutually covenant, promise, grant and agree, to and with the other of them, his Heirs, Executors and Administrators, and every of them, that neither they nor either of them shall or will at any Time hereafter recall or revoke their Authority hereby given to the said Arbitrators, but shall in all Things acquiesce and submit themselves to their (b) Award and Arbitrament; *And* that they and each of them, and the Heirs, Executors, Administrators and Assigns of each of them, shall and will well and truly observe, perform, fulfil and keep

(a) If the Parties have any Suits depending in any Courts of Law, they ought to be excepted, because the Arbitrators cannot intermeddle therein, unless referred to them by the Court.
(b) If the Award concerns Lands, &c. the Lands must be specified.

keep all and every Clause, Sentence, Article, Submission and Agreement in these Presents mentioned, on his or their Part to be observed, performed, fulfilled and kept, according to the Tenor, true Intent and Meaning thereof. *In Witness, &c.*

Surrenders of Freehold and Leasehold Estates and Terms.

A Surrender of a Lease by the Assignee thereof to the Widow and Executrix of the Lessor.

TO all, &c. I *W. L.* of — send Greeting. *Whereas* by Indenture, &c. (*Recital of a Lease from G. R. to R. P. and of R. P.'s Assignment thereof to W. L.*) **Now know ye**, that I the said *W. L.* do hereby, in Consideration of *ss. of, &c.* to me in Hand paid by *A. R.* Widow and sole Executrix of the said *G. R.* the Receipt &c. for me, my Executors and Administrators, surrender and yield up from the Day of the Date hereof unto her the said *A. R.* her Executors and Administrators, as well the said Indenture of Lease, with the Indorsement thereon, and all the said *Messuage, or Tenement* and Premises, and Term of Years therein yet to come, with all my Right, Title and Interest thereto, and which I have or claim, or hereafter can or may have or claim, either by Virtue of the said Indorsement, or otherwise howsoever; and that free and clear, and freely and clearly freed and cleared of and from all Incumbrances of what Kind soever at any Time by me, or by my Privy, Consent or Procurement done, committed or suffered to be done, &c. *In Witness, &c.*

A Deed of Surrender by Tenant for Life, to enable the Tenant in Tail to suffer a Recovery, provided the Tenant in Tail pays that Tenant for Life a Sum of Money at a certain Day.

THIS Indenture, made, &c. *Between A. H. of — Widow and Relict of J. H. of — Esq; deceased, of the one Part, and M. H. of — Esq; only Son and Heir apparent of E. H. of — of the other Part. Whereas, &c. (Recital of J. H.'s Will, whereby he gives the Premises to A. H. during her Life, and after her Decease unto M. H. and to the Heirs Male of his Body): And whereas* the said *M. H.* soon after the making and publishing his said Will, did depart this Life without having any way revoked, annulled or made void his said Will, or any Thing therein contained; and the said Will has since been duly proved as of Record in High Court of Chancery: **And whereas** the said *M. H.* is, by Force and Virtue of the said Will, Tenant in Tail of the said several Manors, &c. in Remainder after the Decease of the said *A. H.* **Now this Indenture Witnesseth**, that for the better enabling him the said *M. H.* to bar and extinguish all Estates-tail and Remainders of and in the same Premises, and for other good Causes, &c. the said *A. H.* hath bargained, sold, surrendered and yielded up, and by, &c. doth bargain, &c. unto the said *M. H.* and his heirs, **All** and singular the said Manors, &c. herein before mentioned to be given and devised to the said *A. H.* by the said recited Will, with their and every of their Appurtenances, and all the Estate, &c. of her the said *A. H.* of, in and to the same, and every Part and Parcel thereof; **To have and to hold** the said Manors, &c. herein before mentioned or intended to be hereby bargained, &c. unto the said *M. H.* his Heirs and Assigns, **To the only Use** and Behoof of the said *M. H.* his Heirs and Assigns for ever: **Provided always**, and upon Condition nevertheless, that if the said *M. H.* his Heirs, Executors or Administrators, or some of them, do not or shall not well and truly pay or cause to be paid unto the said *A. H.* her Executors, Administrators or Assigns, the Sum of — at or before the — Day of, &c. next ensuing the Date of these Presents, without any Manner of Abatement, Deduction or Defalcation out of the same or any Part thereof, then and from thenceforth this present Surrender, and every Thing herein contained, shall cease, determine and be absolutely void; any Thing in these Presents contained to the contrary thereof notwithstanding. *In Witness, &c.*

A Surrender of a Term for Years to the Person that has the Inheritance, to merge the Term.

(*Recite the Deed whereby the Term was created.*) Now these Presents witness, that for and in Consideration of 5 s. of, &c. to the said Sir R. K. in Hand paid, at or before the Sealing and Delivery of these Presents, by the said T. K. the Receipt whereof is hereby acknowledged, and to the Intent and Purpose that the said Term of 100 Years in the said Manors and Premises may be wholly merged and extinguished, he the said Sir R. K. (at the special Instance and Request of the said T. K. testified, &c.) Hath given, granted and surrendered, and by, &c. unto the said T. K. and his Heirs, all those the said Manors of J. and M. &c. and all the Estate, Right, Title, Interest, Term of Years, Trust, Property, Claim and Demand whatsoever of him the said Sir R. K. of, in, to or out of the same, or any Part or Parcel of them; **To have and to hold** the said Manors, Messuages, Lands, &c. with their and every of their Appurtenances, unto the said T. K. his Heirs and Assigns for ever, to the only Use and Behoof of the said T. K. his Heirs and Assigns for ever, and to or for no other Use, Intent or Purpose whatsoever. (*A Covenant, that he has done no Act, &c.*) **In Witness, &c.**

Surrender of a Mortgage by Indorsement, reciting that the Premises in Mortgage were sold, and that out of the Purchase Money the Mortgagee had been paid his Principal and Interest, and had joined in the Conveyance thereof.

Recital of the Sale and the Mortgage Money paid, That Mortgagee joined in the Conveyance.

The Surrender.

Whereas the within named J. S. and H. S. have lately sold and conveyed to W. G. Esq; and his Heirs, the Manor, Messuages, Lands, Tenements, and Hereditaments within mentioned to be situate, &c. and by and out of the Purchase Money arising by such Sale, have fully paid off and satisfied to the within named H. B. all Principal Monies and Interest due and owing upon the within written Mortgage and Security, the Receipt and Payment whereof accordingly he the said H. B. doth hereby acknowledge; **And whereas** upon such Sale and Conveyance the said H. B. at the Request, and by the Direction and Appointment of the said J. S. and H. S. Hath assigned and transferred the said Manor, Messuages, Lands, Tenements, Hereditaments and Premises, unto a Trustee for that Purpose named by the said W. G. his Executors, Administrators and Assigns, for all the now Residue of the within mentioned Term of 1000 Years therein, *In Trust* for the said W. G. and his Heirs, and to attend and wait upon the Freehold and Inheritance of the same Premises: **Now know all Men** by these Presents, that in Consideration of the Sum of 5 s. of lawful Money of Great Britain to the said H. B. in Hand paid by the said J. S. and H. S. at or before the Ensealing and Delivery hereof, the Receipt whereof is hereby acknowledged, he the said H. B. Hath surrendered and yielded up, and by these Presents Doth, &c. unto the said J. S. and H. S. their Heirs and Assigns, all and every the within mentioned Mansion-house, &c. and all the Estate, Right, Title, Interest, Trust, Property, Term and Terms of Years yet to come and unexpired, Claim and Demand whatsoever, both in Law and Equity, of him the said H. B. of, in, to or out of the same Mansion-house, &c. **To have and to hold** the said Mansion-house, &c. unto the said J. S. and H. S. their Heirs and Assigns for ever, **To** and for the only proper Use and Benefit of them the said J. S. and H. S. and of their Heirs and Assigns for ever, and to and for no other Use, Intent and Purpose whatsoever. (*Covenant from the Mortgagee, that he has done no Act to incumber.*) **In Witness, &c.**

A Surrender of Leases of a Parsonage, &c. from two Lessees to the Lessor, to the Intent that the Lessor might grant a new Lease to one of the Surrenderors for three Lives.

The Surrender.

THIS Indenture, made &c. Between G. N. of, &c. Esq; and J. C. of, &c. Gent. of the one Part, and J. J. Prebendary of the Prebend of W. &c. of the other Part. **Whereas** by Indenture bearing Date, &c. (*here recite the Leases in order as they bear Date*): **Now this Indenture witnesseth**, that the said G. N. and J. C. for divers good Causes and Considerations them hereto severally moving, **Have**, and each of them **Hath** surrendered and yielded up, and by these Presents **Do**, &c. unto the said J. J. Prebendary of the Prebend aforesaid, **All** the aforesaid Prebend, Rectory and Parsonage of W. aforesaid, with all its Rights, Members and Appurtenances, and all the Estate, Right, Title, Term and Terms, and Interest of them the said G. N. and J. C. respectively, of, in and to the same, together

together with the said recited Indentures of Lease; **To have and to hold** the said Prebend, Rectory and Parsonage, and other the Premises, unto the said J. J. and his Successors and Assigns, and all the Estate, Right, Title and Interest whatsoever of them the said G. N. and J. C. of, in and to the same, or any Part thereof, to the Intent and Purpose that the said J. J. may be enabled to make a new Lease and Grant thereof to the said J. C. his Heirs and Assigns for three Lives: **And** the said J. J. doth hereby declare, that he doth agree to accept, and doth accordingly accept of the Surrender hereby made, *to the Intent aforesaid.* **In Wit-**ness, &c.

The Pre-
bend's Ac-
ceptance of
the Sur-
render.

Surrender of a Mortgage by Indorsement on the Mortgage Deed.

K N O W all Men by these Presents, That for and in Consideration of the Sum of, &c. to the within named (*Mortgagee*) in Hand paid by the within named (*Mortgagor*) being in full of all Principal and Interest Money due to him upon or by Virtue of the within written Mortgage, at or before the Executing thereof, the Receipt and Payment of which said Sum he the said (*Mortgagee*) doth hereby acknowledge, and thereof doth acquit and discharge the said (*Mortgagor*), his Heirs, Executors and Administrators, and every of them by these Presents, he the said (*Mortgagee*) **hath** surrendered and assigned, and by these Presents **Doth** absolutely surrender and assign unto the said (*Mortgagor*), his Executors, Administrators and Assigns, **All** these the within mentioned Messuages, &c. with their Appurtenances, which in and by the within written Indenture were granted or demised to the said (*Mortgagee*) his Executors, Administrators and Assigns, for the Term of — Years, and all the Estate, Right, Title, Interest, Term of Years to come, Property, Claim and Demand whatsoever, either in Law or Equity, of him the said (*Mortgagee*) of, in or to the within mentioned and hereby assigned Premises, or any Part or Parcel thereof, by Virtue of the within written Indenture, or otherwise, together with the within written Indenture, and all such other Deeds, Writings and Evidences, as he the said (*Mortgagee*) hath in his Hands or Power relating to the Title of the said Premises, to the Intent that the said Term of — Years, for the now Residue thereof, may no longer have any Continuance or Subistence, but may be for ever merged and extinguished in the Reversion of the said Premises, and may no ways be made use of to the Prejudice, Disadvantage or Interruption of any other Uses, Trusts, Terms or Estates already or hereafter to be limited, expressed or declared of and concerning the said Hereditaments and Premises, (*Covenant that he hath done no debt*). **In Witness, &c.**

(a) *A Surrender of two Terms to the Heir at Law, by Indorsement on the Deed whereby they were created, the Trusts of the Terms having been performed.*

T O all to whom these Presents shall come, the within named J. L. sendeth Greeting. **Whereas** the within named T. R. and M. his Wife are both dead, and the several Trusts declared and appointed in and by the within written Indenture of the within mentioned Terms of 500 Years and 500 Years, are fully performed: **And whereas** the Reversion expectant on the within mentioned two Terms is now come to and vested in T. R. of — as the only Son and Heir of the within named T. R. and M. his Wife: **Now know ye**, that the said J. L. at the special Instance and Request of the said T. R. the Son, **hath** released, surrendered and yielded up, and by these Presents **Doth, &c.** unto the said T. R. the Son, **The** several Manors, Messuages, &c. to him the said J. L. in and by the within written Indenture granted and limited for the said Terms of — and — and all the Estate, Right, Title and Interest of him the said J. L. by Virtue of the said Deed, or otherwise howsoever, together with the within written Indenture; **To have and to hold** the said Manors, Messuages, &c. to the said T. R. the Son, his Heirs and Assigns, **To the Use of** him the said T. R. the Son, his Heirs and Assigns for ever. **In Witness, &c.**

Surrender of a Trust contained in an Indenture of Mortgage, and a Release of Claims, &c.

T O all Men to whom these Presents shall come, I J. S. of — send Greeting. **Whereas** in and by one Indenture of Mortgage bearing Date, &c. (*here recite the Mortgage*): **Now know ye**, and I the said J. S. do hereby declare, that my Name was made use of only

The Trust.

(a) Surrenders by Indorsements on the Deed, save the Recitals of the Deed itself, but are often done separately with Recitals.

in Trust for the Use, Benefit and Behoof of *E. G.* of — Gent. his Executors and Administrators: **And further know ye**, that I the said *J. S.* in Discharge of the said Trust is reposed, and at the Request of the said *E. G.* **Have** surrendered, assigned and set over, and by these Presents **Do** for myself, my Executors and Administrators, freely and absolutely surrender, &c. unto the said *E. G.* his Executors, Administrators and Assigns, *All* the Estate, Right, Title, Interest, Use, Trust, Benefit, Claim and Demand whatsoever, which I the said *J. S.* now have, or which I, my Executors or Administrators shall or may have or claim, of, in or to the said Premises or of or in any Sum or Sums of Money, or any other Cause, Matter or Thing whatsoever, in the said Indenture contained, mentioned and expressed; so that neither I the said *J. S.* my Executors or Administrators, or any of us at any Time hereafter shall or will ask, claim, challenge or demand any Interest, Use, Benefit, Trust, Privilege or other Thing in any Manner whatsoever, by Reason or Means of the said Indenture of Mortgage, or any Covenant therein contained, but thereof and therefrom, &c. (*Vide Tit. Release.*) **In Witness, &c.**

A Surrender by to two Persons of their Office of Collector of the Subsidies of Tonnage and Poundage in the Port of — into the King's Hands.

First Letters
Patent.

Recital of the
Patent to *A. B.*

To all to whom these Presents shall come, *A. B.* and *C. D.* of, &c. Esqrs. send Greeting. **Whereas** his late Majesty King *George* the first, by Letters Patent under his great Seal of Great Britain, bearing Date — in the — Year of his Reign, did grant unto — (both since deceased) and the said *C. D.* for their Lives, and the Life of the longest Liver of them, *The Office* of Collector of the Subsidies of Tonnage and Poundage, to be received and collected in the Port of — and in all and singular Places and Creeks to the said Port belonging, together with the yearly Fee, Salary and Allowance of — and all other Fees; Perquisites, Profits and Advantages whatsoever to the said Office of Collector incident, belonging or appertaining: **And whereas** our Sovereign Lord the Present King's most excellent Majesty, by Letters Patent, &c. (*as before*) to hold to him after the Determination of the Estate and Interest of the said *C. D.* in the said Office, for and during his natural Life, as by the said several Letters Patent, &c. **Now know ye** that the said *A. B.* and *C. D.* for several good Causes and weighty Considerations, them thereunto moving, *Have*, and each of them *Have* granted, *Surrendered*, and yielded up, and by these Presents **Do**, &c. unto our Sovereign Lord the present King's most excellent Majesty, his Heirs and Successors, *The Office* Fees, Perquisites, Salaries and Advantages, and other the Premises abovementioned, and every of them, and all their and each of their Estates, Rights, Title, Interest, Claim and Demand whatsoever, of, in and to the same Office, &c. and every Part and Parcel thereof, by Force and Virtue of the said several Letters Patent, or either of them, or otherwise howsoever, together with the said several Letters Patent themselves to be cancelled. **In Witness, &c.**

A Surrender of a Mortgage after the same had become forfeited for Non-payment of the Mortgage Money.

Forfeiture.

This Indenture, &c. Between *L. J.* of — Esq; of the one Part, and Sir *H. E.* of — of the other Part. **Whereas** by an Indenture bearing Date, &c. (*here recite the Mortgage Deed with the Proviso for Redemption therein, then say*) **And whereas** the said Sum of 10,000 l. (*or as it happens to be*) was not paid at the Days and Times, &c. **Now this Indenture witnesseth** that the said *L. J.* for and in Consideration of the Sum of 10,000 l. of, &c. to him in Hand paid by the said Sir *H. E.* at or before the Sealing and Delivery of these Presents, the Receipt whereof, &c. **Have** assigned and *surrendered*, and by these Presents **Doth**, &c. unto the said Sir *H. E.* his Heirs and Assigns, *all* and singular the said Messuages or Tenements, Lands, &c. (*Parcels, exactly as in the Mortgage*) and other the Hereditaments whatsoever herein before mentioned, and in and by the said recited Indenture demised and granted, or mentioned so to be, with the Appurtenances, unto the said *L. J.* **And also** all the Estate, Right Title, Interest, Term of Years, Claim and Demand whatsoever of him the said *L. J.* of, in and to the Premises, and of, in and to every Part and Parcel thereof; **To have and to hold** the said Messuages or Tenements, &c. and all and singular other the Premises with their and every of their Appurtenances, unto the said Sir *H. E.* his Heirs and Assigns, for such Estate, Term and Interest as he the said *L. J.* had or ought to have, of, in and to the same, by Virtue of the said recited Indenture of Mortgage. (*Covenant that he hath done no Act to incumber*). **In Witness, &c.**

A Sur-

A Surrender of a Mortgage by a surviving Executrix, reciting the Death of the Mortgagee and of the other Executrix.

THIS Indenture, &c. Between M. A. the surviving Executrix of the last Will and Testament of Sir T. A. late of — deceased, of the one Part, and E. A. of — of the other Part. *Whereas* the said E. A. by Indenture bearing Date, &c. (*here recite the Mortgage*): *And whereas* the said Sir T. A. (*the Mortgagee*) did some Time before his Death, duly make and publish his last Will and Testament in Writing bearing Date, &c. and thereof did ordain and appoint B. his Wife (who is since deceased) and the said M. his Daughter his joint Executrices: *Now this Indenture witnesseth*, that the said M. A. for and in Consideration of the Sum of 5000 l. of — to her in Hand well and truly paid by the said E. A. at or before the Sealing and Delivery, the Receipt whereof, &c. and thereof, &c. *Hath* granted and *surrendered*, and by these Presents *Doth*, &c. All and singular the said Honours, Manors, &c. (*the Parcels as in the Mortgage*) and all the Estate, &c. *To have and to hold* the said Honours, Manors, &c. with their and every of their Rights, Members and Appurtenances, unto the said E. A. his Heirs and Assigns, for all such Estate, Term and Interest as the said M. A. hath, or ought to have, of, in and to the same (as surviving Executrix of her said late Father deceased) by Virtue of the said recited Indenture of Mortgage or otherwise howsoever. (*Covenant hath done no Act to incumber, and further Assurance*).

A Surrender from an Executor to the Heir, in Consideration of a certain Sum of Money, of a Term of seven Years devised by the Testator's Will to the Executor.

THIS Indenture, &c. Between G. H. of — of the one Part, and G. R. of — of the other Part. *Whereas* in and by the last Will and Testament of Sir G. R. bearing Date, &c. (*reciting the Will and the several Legacies thereby bequeathed*) of which said Will the said Sir G. R. did make, ordain and appoint the said G. H. sole Executor: *And whereas* the said G. R. now hath and is intitled to the immediate Reversion and Freehold of, in and to all the Manors, &c. herein after mentioned, being Parcel of the Premises whereof the Rents are so devised and bequeathed unto the said G. H. for seven Years in and by the said last Will and Testament as aforesaid, expectant immediately upon the Determination of the said Term of seven Years: *Now this Indenture witnesseth*, that the said G. H. for and in Consideration of a competent Sum of Money to him in Hand paid or secured to be paid by the said G. R. at or before the Sealing and Delivery of these Presents, for and towards the Payments of the several Legacies in and by the said last Will and Testament, ordered and appointed to be paid, the Receipt of which Money or Security for the same, &c. and for other good Causes and Considerations him thereunto moving, *Hath surrendered*, yielded and given up, and by these Presents *Doth*, &c. unto the said G. R. all the Estate, Term of Years and Interest whatsoever of him the said G. H. by Virtue of the said recited last Will and Testament of the said Sir G. R. of and in all that the Manor, &c. and of and in all and singular Messuages, Lands, &c. whatsoever late of him the said Sir G. R. with their and every of their Appurtenances, &c. (*Covenant from Surrenderor against his own Acts*.) *In Witness*, &c.

Surrenders of Copyhold Estates.

Surrender out of Court by a Widow in Favour of her Children; the eldest Son who is an (a) Infant is admitted to his Share by Guardian. (N. B. The Title of the Manor, and the Day when the Court was held, must be set forth before the Surrender.)

At this Court the Homage upon their Oath present a Surrender out of Court made by A. B. Widow (late one of the customary Tenants of the said Manor) into the Hands of the Lord of the said Manor by the Acceptance of — a Headborough in the Presence of — Customary Tenants of the same Manor, in these Words following, *to wit*, *Manor of H. alias*

(a) An Infant under the Age of 14 cannot forfeit his Copyhold by committing Waste, &c. because it will be deemed he wanted Decretion.

Surrender taken out of Court.

Admittance by Guardian.

Fine 2 l. 6 s. 8 d.

Fine 6 s. 8 d.

H. alias H. Rectory in the County of *M.* **Be it remembered** that *A. B.* one of the Customary Tenants of the said Manor hath on the — Day of — in the Year — out of Court, and since the last Court Baron held for the said Manor, according to the Custom of the said Manor surrendered into the Hands of the Lord of the said Manor, by the Rod, by — Headborough, in the Presence of — all Customary Tenants of the same Manor, All her Mesuages, &c. with their and every of their Appurtenances holden of the said Manor, situate, &c. To the End that the Lord shall again regrant the same to her three Children, that is to say, To *C. D.* all those, &c. To *E. D.* all those, &c. (and so on, as the Case shall happen to be); In Testimony whereof the said — Headborough and Tenants have hereunto set their Hands the Day and Year first above written: **And** they further present, that the said Surrender was presented, and the Homage (according to the Custom of the said Manor) at a general Court Baron held for the said Manor on — **And** now at this Court came the said *C. D.* the Son being an Infant of the Age of 13 Years or thereabouts, by *J. S. Gent.* now admitted to be his Guardian, and humbly prayed to be admitted Tenant to — (the Parcels of the Estate) according to the Form and Effect of the said Surrender, to which said *C. D.* (by his Guardian aforesaid) here present in full Court the Lord of the said Manor, by his said Steward, did grant Seisin thereof by the Rod; **To have and to hold** the said, &c. unto the said *C. D.* according to the Form and Effect of the said Surrender of the Lord of the Manor aforesaid, by the Rod, according to the Custom of the said Manor by the Rents and Services therefore due and of Right accustomed; and he gave to the Lord for a Fine for such his Estate and Entry into the Premises, as appears in the Margin, and Fealty was respited; and so saving always the Right of the Lord, the said *C. D.* was admitted Tenant thereof in Form aforesaid; **And** at this Court the Lord of the Manor aforesaid, by his said Steward, did assign and appoint the said *J. S.* to be Guardian of the said *C. D.* (during his (a) Minority) to receive and take the Rents, Issues and Profits of the Premises, and thereof unto him the said *C. D.* (when he shall come of full Age) to render a full Account according to the Custom of the said Manor, for which he paid to the Lord for a Fine as appears in the Margin.

A Surrender of (b) Copyhold Lands in Court by an Attorney to a Surrenderer in Person.

The Surrender.

The Admission.

Fine 10 l.

ALS **at this Court** the Homage aforesaid, upon their Oaths present, that *D. N.* of — Esq; one of the Customary Tenants of this Manor came here in full Court by *N. T.* of — Gent. his Attorney, by Virtue of a Letter of Attorney under the Hand and Seal of him *D. N.* bearing Date, &c. and hereafter inrolled *verbatim*, and surrendered into the Hands of the Lord of the said Manor by the Rod, according to the Custom of the said Manor, by the Acceptance of the Steward, All that one Acre of Customary Land, &c. (whereunto the said *D. N.* was admitted at a general Court Baron held for the said Manor on the — Day of — as by the Rolls of the same Court may appear,) **To the Use** and Behoof of *M. H.* and of his Heirs and Assigns for ever: **And** now at this Court the said *M. H.* comes in his proper Person, and humbly prays to be admitted Tenant to the Premises aforesaid, according to the Form and Effect of the said Surrender, to which said *M. H.* here personally present in full Court the Lord of the Manor aforesaid, by his said Steward, did grant Seisin thereof by the Rod; **To have and to hold** the said one Acre, &c. with the Appurtenances, unto him the said *M. H.* his Heirs and Assigns for ever, of the Lord of the Manor aforesaid, by the Rod, according to the Custom of the said Manor, by the Rents and Services therefore due and of Right accustomed; and he gave to the Lord for a Fine for such his Estate and Entry into the Premises as appears in the Margin, and Fealty is respited; and so saving always the Right of the Lord, the said *M. H.* was admitted Tenant thereof in form aforesaid. **Know all Men** by these Presents, &c. (The Letter of Attorney to be inserted at large).

A Surrender to the Use of a Purchaser, taken out of Court.

M **Emorandum**, that the Day and Year above written, *T. V.* of *H.* in the County of *M.* Clerk, Customary Tenant of the said Manor, and *J.* his Wife, came before me *W. L.* Esq; Steward of the said Manor, and did out of Court (the said *J.* being solely and secretly examined by me the said Steward) surrender into the Hands of the Lord of the said Manor, by the

(a) An Infant, who surrenders his Copyhold during Minority, may enter at his full Age without being sued.
(b) Copyhold Lands not transferrable, exchangeable or deviseable by any Conveyance but Surrender.

Surrenders

the Hands and Acceptance of me the said Steward, All those six Sellions or Customary Lands in R. within the said Manor, with their and every of their Appurtenances, now or late in the Tenure or Occupation of — Widow, and all other the Customary Lands and Hereditaments, which he the said T. V. in his own Right doth hold of the said Manor of R. To the Use and Behoof of W. P. W. of — Esq; his Heirs and Assigns for ever, at the Will of the Lord, according to the Custom of the said Manor.

Taken the Day and Year first above written
(being duly (a) stamped) by me.

A Surrender of a Copyhold Estate by way of Mortgage, by Husband and Wife.

The Manor of, &c. in }
the County of, &c. }

The Day of the Month and the Year, and
the Year of the Reign when taken.

Memozandum, that the Day and Year above written G. B. Esq; and S. his Wife, (being only Daughter, Devisee and Heir of G. M. Esq; deceased, and one of the Copyhold Tenants of the Manor aforesaid) came before me F. M. Gent. Steward of the said Manors, out of Court, (the said S. being first solely and secretly examined by me the said Steward as the Manner is, and consenting) and surrendered into the Hands of the Lord of the said Manors by the Rod, by the Hands and Acceptance of me the said Steward, according to the Custom of the said Manors, All those their Copyhold Messuages, &c. To the Use and Behoof of R. S. (the Mortgagee) his Heirs and Assigns for ever: *Provided always,* *Proviso.* and upon this Condition nevertheless, that if the said G. B. and S. his Wife, or either of them, their or either of their Heirs, Executors, or Administrators, do and shall well and truly pay, or cause to be paid unto the said R. S. (the Mortgagee) his Executors, Administrators, or Assigns, the full and just Sum of, &c. on the — Day of — now next ensuing, without any Deduction or abatement whatsoever, then this Surrender to be void, or else to stand and be in full Force and Virtue.

Conditional Surrender or Mortgage of Copyholds, and Satisfaction acknowledged after Payment of the Mortgage Money.

ALSO at this Court the Homage aforesaid, upon their Oath present a Surrender out of Court, made by J. S. one of the Customary Tenants of the said Manor, in these Words following, viz. Manor of, &c. to wit, Be it remembered, that on the — Day of — in the Year — J. S. Citizen, &c. (a Customary Tenant of the Manor aforesaid) out of Court, on the Day and Year aforesaid, did surrender into the Hands of the Lord of the said Manor, by the Rod, by the Hands and Acceptance of J. T. Headborough and O. G. &c. seven Customary Tenants of the Manor aforesaid, All those, &c. (the Parcels) To the Use and Behoof of E. G. of — Mariner, his Heirs and Assigns for ever, *Upon* and under *Proviso for Redemption.* this Condition nevertheless, that if the said J. S. his Heirs, Executors, Administrators or Assigns, or any of them, shall and will well and truly pay, or cause to be paid unto the said E. G. his certain Attorney, Executors, Administrators or Assigns, or any of them, the Sum of — of, &c. at or in, &c. in Manner and form following; (that is to say) on the — Day of — next ensuing the Date of these Presents, the Sum of — Part thereof, and on the — Day of — then next ensuing, which will be in the Year, &c. the Sum of — Residue thereof, in full Payment and Satisfaction of the said Sum of — that then and from thenceforth these Presents shall be utterly void and of none Effect; and that then and thereafter from the Lord of the Manor aforesaid shall reconvey all and every the said Tenements, &c. with the Appurtenances, unto him the said J. S. his Heirs and Assigns; To have and to hold as in his and their first and former Estate; these Presents, or any Thing herein contained to the contrary thereof, in any wise notwithstanding. In Witness whereof the said J. S. and Headborough and Tenants, have hereunto subscribed their Names the Day and Year first above written.

(a) These Surrenders must be on 2 s. and 3 d. Stamps.

Satisfaction acknowledged.

BE it remembered, that on this — Day of — E. G. in this Surrender named, came before me the said — Steward of the said Manor, and acknowledged himself to be fully satisfied and paid by the said J. S. the said Sum of — due and payable by the Condition of the said Surrender; *In Testimony* whereof as well the said E. G. as I the said Steward have hereunto set our Hands,

E. G.
W. M. Steward.

(a) *Surrender out of Court, and Admission, after a shorter and another Method different from the former.*

AT this Court it is presented by the said Homage, that B. A. one of the Customary Tenants of this Manor, since the last Court, to wit, on the — Day of — in the Year — according to the Custom of the said Manor, surrendered into the Hands of the Lord of the said Manor, by the Hands of — two other Customary Tenants of the said Manor, *Two Acres, &c. (the Parcels)* with the Appurtenances, **To the Use** and Behoof of F. G. of — Yeoman, his Heirs and Assigns for ever: **And now** at this Court the said F. G. came and prayed to be admitted Tenant to the Premises aforesaid, with the Appurtenances, *To whom* the Steward granted Seisin thereof by the Rod; *To have and to hold* the said Premises, with the Appurtenances, to the said F. G. his heirs and Assigns for ever, of the Lord, by the Rod, at the Will of the Lord, according to the Custom of the said Manor, by the yearly Rent of 4 d. Fealty, Suit and other Services therefore due and of Right accustomed; and he gives to the Lord for a Fine for such his Entry, as appears in the Margin, and did Fealty, and is thereupon admitted Tenant.

Surrender to the Use of a Tenant's Will.

AT this Court A. B. one of the Customary Tenants of this Manor, surrendered into the Hands of the Lord, by the Hands and Acceptance of the Steward of the said Court, *The fourth Part, &c.* with the Appurtenances, **To the Use** and Behoof of his last Will and Testament, and to such Person or Persons, and for such Estate or Estates, as by such last Will and Testament in Writing shall be limited, specified or appointed, &c.

Surrender of a Copyhold Estate for Lives, and a new Grant taken by Virtue of a Letter of Attorney (the Party being sick).

Surrender.

AT this Court came B. R. of — Yeoman, by Virtue of a Letter or Warrant of Attorney in Writing, bearing Date, &c. and made by T. R. within the Manor aforesaid, and now shewn in Court, which said T. R. claims to hold for the Term of his Life, and the Life of R. his Son, by Copy of the Rolls of the Court of the said Manor, bearing Date, &c. one Close of Land, &c. and all the Estate, Right, Title, Interest, Possession, Reversion, Claim and Demand, as well of the said T. R. as of the said R. his Son (together with the said Copy to be cancelled) the said T. R. being sole Purchaser of the said Premises, the said B. R. (*the Attorney*) for and in the Name of the said T. R. in the said Court surrendered into the Hands of the Lord, that the Lord might thereupon do his Will, whereupon there fell to the Lord a Heriot, which is included in the Fine underneath; upon which in the same Court came the said T. R. again, by the said B. R. his said Attorney, and took anew of the Lord in the same Court, by Delivery by the said Steward, all and singular the said Close and Premises, &c. with all and singular their Appurtenances: *To have and to hold* the Close and Premises aforesaid, with all and singular the Appurtenances, to the said T. R. as also to the said R. his Son, and to J. Daughter of the said R. for the Term of their Lives, and the Life of the longer Liver of them, at the Will of the Lord, according to the Custom

(a) If the Surrenderor be in Prison, the Steward may go to him and take his Surrender.

of the said Manor, by the yearly Rent therefore of 10 s. and one Heriot when it shall happen, and by all other Charges, Works, Suits, Customs and Services therefore antiently due and of Right accustomed; and for such Estate and Entry so had in the said Premises, the said T. R. gives to the Lord for a Fine 40 l. in Hand, and so by the said B. R. his Attorney he is thereupon admitted Tenant, but his Fealty and the Fealty of the other are respited until, &c.

A Surrender of a Copyhold for three Lives, and a new Estate taken, and Power to grant Leases.

AT this Court came A. B. who claims to hold for the Term of his Life, and for the Lives of C. his Son, and D. the Daughter of the said C. the Son, by Copy of the Court-Rolls of the said Manor, bearing Date, &c. one Close, &c. with the Appurtenances, within the Manor aforesaid; and the said A. B. the Father, being the sole Purchaser of the said Premises, surrendered in Court into the Hands of the Lord, that the Lord might thereupon do his Will, all and singular the said Premises, and all the Estate, &c. as well of the said A. B. the Father, as of the said C. and D. the Son and Daughter, and of each and every of them, (together with the Copy thereof to be cancelled), whereupon there fell to the Lord a Heriot which is included in the underwritten Fine; upon which in this same Court, the said A. the Father, and C. the Son, came and took of the Lord in the same Court, all and singular the Premises above mentioned, with the Appurtenances; *To have and to hold* all and singular the said Premises with the Appurtenances, to the said A. the Father, and C. his Son, as also to D. the Daughter of the said C. the Son, for their Lives, and the Life of the longer Liver of them, at the Will of the Lord, according to the Custom of the said Manor, by the Rent of — by the Year, and one Heriot when it shall happen, and by all other Rents-Charges, Works, Suits, (a) Customs and Services therefore due and of Right accustomed; and for such Estate and Entry so to be had in the Premises, the said A. B. the Father, and C. his Son, give to the Lord for a Fine 20 l. in Hand paid, and so the said A. the Father is admitted Tenant and did Fealty, but the Fealty of the said C. the Son and D. the Daughter, are respited until, &c. (until the Death of A.) and further Licence is granted to the said A. the Father, and C. his Son, to demise the said, &c. for Power to grant Leases for 21 Years now next ensuing, if the said A. B. the Father, C. the Son, and D. the Daughter, or either of them shall so long live, so that the House, &c. (Covenant to repair and pay Rent, otherwise the Licence to be void.)

Fine of 20 l.

A Surrender in Fee in order to suffer a Recovery to bar the Intail, (after the Presentment of the Death of a Tenant in Tail, and the Admission of a Coheir Issue in Tail, and his Surrender in Fee and Admittance thereon) say,

AN D afterwards at this same Court A. B. comes in his proper Person, and complains against the said C. D. in a Plea of Land, (that is to say) of the said Moiety or Half-Part, &c. (the Parcels) and makes Protestation to prosecute his Plaint in this Court, in the Form and Nature of a Writ of Right at the Common Law, according to the Custom of the said Manor, and finds Pledges to prosecute the same in Form aforesaid, viz. J. D. and R. R. and desires Process, according to the Custom of the said Manor against the said C. D. returnable here at this Court without Delay; and it is granted him; and thereupon the said C. D. being present here in Court, freely offered himself to answer to the said A. B. without further Process to him directed; whereupon the said A. B. comes and demands against the said C. D. the said Moiety or Half-Part, &c. with the Appurtenances within the Jurisdiction of this Court, holden of the said Manor by Copy of Court-Roll as his Right and Inheritance according to the Custom of the said Manor, and whereof he saith he was seised in his Demesne as of Fee and Right, at the Will of the Lord, according to the Custom of the said Manor in the Time of Peace in the Time of the present King, by taking the Profits thereof to the Value, &c. and that his Right is such he offered, &c. And thereupon the said C. D. comes and denies the Right of the said A. B. when, &c. and his Seisin, of which Seisin, &c. the whole, &c. and whatsoever, &c. and especially of the said Moiety or Half-Part, &c. with the Appurtenances in his Demesne as of Fee and Right, at the Will, of the Lord according to the Custom of the said Manor, and

The Recovery.

Declaration against the Tenant.

The Plea.

(a) When the Customs are not performed, the Surrender is void.

voucheth to warrant the Premises, with the Appurtenances, the said *E. F. (a) (the Tenant in Tail)* who being here likewise present in Court, also appears freely without further Process to him directed, and the said Moieties, &c. with the Appurtenances, unto him doth warrant; *Whereupon* the said *A. B.* comes and demands against him the said *E. F. Tenant* by his Warranty aforesaid, the said Moieties, &c. with the Appurtenances, in Form aforesaid, and whereof he saith he was seised in his Demesne as of Fee and Right, at the Will of the Lord, according to the Custom of the said Manor, in the Time of Peace in the Time of the present King, by taking the Profits thereof to the Value, &c. and that his Right is such he offereth, &c. and thereupon the said *E. F. Tenant* by his Warranty aforesaid comes and denies the Right of the said *A. B.* when, &c. and his Seisin, of which Seisin, &c. the whole, &c. and whatsoever, &c. and especially of the said Moieties, &c. with the Appurtenances, in his Demesne as of Fee and Right, at the Will of the Lord, according to the Custom of the said Manor, and voucheth to warrant the Premises, with the Appurtenances; *G. H.* who being likewise present here in Court, also appeareth freely without any further Process unto him directed, and the said Moieties, &c. with the Appurtenances unto him doth warrant; whereupon the said *A. B.* comes and demands against him the said *G. H. Tenant* by his Warranty aforesaid the said Moieties, &c. with the Appurtenances in Form aforesaid, and whereof he saith, that he was seised in his Demesne as of Fee and Right, at the Will of the Lord, according to the Custom of the said Manor, in Time of Peace in the Time of the present King, by taking the Profits thereof to the Value, &c. and that his Right is such he offereth, &c. *And thereupon* the said *G. H. Tenant* by his Warranty aforesaid comes and denies the Right of the said *A. B.* when, &c. and his Seisin, of which Seisin, &c. the whole, &c. and whatsoever, &c. and especially of the said Moieties or Half-Part, &c. with the Appurtenances, in his Demesne as of Fee and Right, at the Will of the Lord, according to the Custom of the said Manor, and puts himself upon the Homage of this Court in the Place and Stead of the great Assise at the Common Law, according to the Custom of the said Manor, and prayeth a Recognition thereupon to be had, whether he hath more Right to have and to hold the said Moieties, &c. with the Appurtenances, as Tenant thereof by his Warranty, so as he now holdeth the same, or the said *A. B.* to have and to hold the said Moieties, &c. with the Appurtenances, so as he above demandeth the same; *And thereupon* the said *A. B.* craves Leave to imparl until five o'Clock in the Afternoon of this same Day; and it is granted; the same Time is given to the said *G. H.* here, &c. And afterwards at the said Hour of five in the Afternoon of this same Day, the said *A. B.* comes here again into Court; but the said *G. H.* returneth not again into Court, although he was solemnly called, but departed in Contempt of the Court and maketh Default; *Whereupon* in full Court, open and publick Proclamation is made, that if any one layeth Claim to the Premises, he shall come in before final Judgment is given; and none came; *Therefore* according to the Custom of the said Manor, from Time immemorial used and approved of, it is considered by the Court here, that the said *A. B.* do recover his Seisin against the said *C. D.* of the said Moieties, &c. with the Appurtenances, *To hold* to him and his Heirs quit of the said *C. D.* and his Heirs, and of the said *E. F.* and his Heirs, and of the said *G. H.* and his Heirs, and that the said *C. D.* have of the Lands and Tenements of the said *E. F.* within the Jurisdiction, &c. to the Value, &c. and that the said *E. F.* have of the Lands and Tenements of the said *G. H.* within the Jurisdiction, &c. to the Value, &c. and the said *G. H.* is amerced; *And thereupon* the said *A. B.* craveth of the Lord of the Manor aforesaid a Precept to be directed to the Officer of this Court, to cause him to have full Seisin of the Premises, with the Appurtenances, returnable here at this Court without Delay; and it is granted; *And afterwards* at this same Court comes *J. K.* the Minister (or Officer) of this Court, and returneth that he, by Virtue of the said Precept to him directed this same Day, hath caused the said *A. B.* to have full Seisin of the said Moieties, &c. with the Appurtenances, as by the said Precept to him directed was commanded; by Virtue of which Recovery and Seisin thereupon had as aforesaid, the said *A. B.* entered into the said Moieties, &c. with the Appurtenances, and was thereof seised in his Demesne as of Fee and Right, at the Will of the Lord, according to the Custom of the said Manor; and being so seised by Virtue of the Recovery and Execution had and made in Form aforesaid, the Lord of the said Manor out of his special Favour, for the better Ratification and Confirmation of all and singular the Premises here in full Court by his said Steward, did give and deliver unto the said *A. B.* full Seisin of the Premises, with the Appurtenances, by the Rod; *To have and to hold* the said Moieties, &c. with the Appurtenances, unto him the said *A. B.* his Heirs and Assigns for ever, of the Lord of the Manor aforesaid, by the Rod, according to the Custom of the said Manor, by the Rents and Services therefore due and of Right accustomed; but he paid no

(a) If a Tenant in Tail comes in as a Vouchee, it is a Bar to the Issues in Remainder.

Fine to the Lord, because this Recovery was only had for further Assurance, and Fealty was remitted; and so saving always the Right of the Lord, the said *A. B.* was admitted Tenant in Form aforesaid.

Terms and (a) Trusts.

How created, and by what Words introduced in Deeds of Settlement, &c.

WITNESSETH, that for the Consideration aforesaid, and in further Pursuance and Part of Performance of the said Marriage Articles, and for settling, &c. and in Consideration of 10s. **Hath**, &c. (*The Words of the Grant*) **All**, &c. (*The Parcels*) to the several Uses, Intents and Purposes, and subject to and under the several Provisoos, Trusts, Limitations, Powers and Agreements herein after expressed, limited declared and appointed of and concerning the same, viz. *As to, for and concerning the said, &c. (some Part of the Estate)* **To** ^{1000 Years} the Use of *A. and B. (The Trustees)* their Executors, &c. for and during, and unto the full Term created, End and Term of 1000 Years, from thence next ensuing, and fully to be compleat and ended, *sans Waste*, upon the several Trusts, &c. after mentioned concerning the said Term; And as, to for and concerning some other Part of the Estate, **To the Use** and Behoof of the said *A. and B.* their Executors, &c. for 1500 Years (*as before*) **Upon Trust**, that in case ^{Another} the said *J. S.* shall happen to have an Heir Male of his Body begotten on the Body of ^{Term.} *(his Wife)* or any other Child or Children by her, be they Son or Sons, Daughter or Daughters, born or to be born at the Time of or after his Decease, &c. (*Trust to support and uphold various Uses; vide Marriage Settlements.*)

Of Trusts, &c.

A Declaration of a Trust upon admitting two Lives into a Copyhold, with necessary Covenants.

THIS Indenture Tripartite, made, &c. Between *H. E.* of, &c. of the first Part, *T. B.* of, &c. of the second Part, and *G. S.* of, &c. of the third Part. **Whereas** the said *G. S.* of, &c. hath this present Day granted unto the said *H. E.* and *T. B.* one Messuage and sixteen Acres of Lands, with the Appurtenances in the Parish of *B.* within the Manor aforesaid; **To have and to hold** unto the said *H. E.* and his Assigns for the Term of his Life, from and immediately after the Death or other Determination or Forfeiture of the Estate of *J. P.* (who holdeth the Premises for Term of his Life) and after the Death of them the said *J. P.* and *H. E.* **To have and to hold** the Premises aforesaid, with the Appurtenances, unto the said *T. B.* and his Assigns, for and During the Term of his natural Life, by Copy of Court Roll at the Will of the Lord, according to the Custom of the Manor aforesaid, on Trust and Confidence, to surrender the same Premises, at the Request of the said *G. S.* to such Persons, and to such Uses, as he the said *G. S.* shall direct or appoint; **Now this Indenture witnesseth**, that he the said *H. E.* doth for himself, his Executors and Administrators, covenant and grant to and with the said *G. S.* his Executors, and Administrators by these Presents, **That** he the said *H. E.* shall and will, upon the Request, and at the Costs and Charges of the said *G. S.* his Executors or Administrators, surrender into the Hands of the Lord of the Manor aforesaid the said Messuage and Premises, with the Appurtenances, and all his Estate and Interest therein, in such Manner and to such Use and Uses as the said *G. S.* his Executors or Administrators shall direct or appoint; **And** in the mean Time until such Surrender, as aforesaid, shall and will permit and suffer the said *G. S.* his Executors and Administrators peaceable and quietly to have, hold and enjoy the said Messuage and Premises, with the Appurtenances, and the Rents, Issues and Profits, thereof to receive and take up to and for his and their own Use, without any Let or Interruption of or by the said *H. E.* his Executors, Administrators or Assigns; **And** the said *T. B.* doth for himself, his Executors and Administrators, covenant and grant to and with the said *G. S.* his Executors and Administrators by these Presents, **That** he the said *T. B.* shall and will upon the Request, and at the Cost and Charges of the said *G. S.* his Executors or Administrators,

(a) Of the Difference between Uses and Trusts, vide First Vol. p. 683.
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surrender into the Hand of the Lord of the Manner aforesaid, the said Messuage and Premises, with the Appurtenances, and all his Estate and Interest therein, in such manner, and to such Use and Uses, as the said G. S. his Executors or Administrators shall direct or appoint: **And** in the mean Time, until such Surrender, as aforesaid, shall and will permit and suffer the said G. S. his Executors and Administrators, peaceably and quietly to have, hold and enjoy the said Messuage, and Premises, with the Appurtenances, and the Rents, Issues and Profits thereof to receive and take up, to and for his and their own Use, without any Let or Interruption, of or by the said T. B. his Executors, Administrators or Assigns; **And** because it is uncertain whether the said Premises be heriotable or not, the said G. S. doth for himself, his Executors and Administrators covenant and grant to and with the said H. E. his Executors and Administrators, by these Presents, that he the said G. S. his Executors or Administrators, shall and will, upon the Request of the Executors or Administrators of the said H. E. well and truly pay, or cause to be paid unto the said Executors or Administrators of the said H. so much Money, as any Beast which shall be taken or seized, for or in the Name of a Heriot for the said Premises, upon the Death of the said H. E. shall be worth at the Time of such Taking. **And** the said G. S. doth for himself, his Executors and Administrators, covenant and grant to and with the the said T. B. his Executors and Administrators, by these Presents, that he the said G. S. his Executors or Administrators shall and will upon the Request of the Executors or Administrators of the said T. B. well and truly pay, or cause to be paid, unto the said Executors or Administrators of the said T. so much Money, as any Beast which shall be taken or seized, for or in the Name of a Heriot for the said Premises, upon the Death of the said T. B. shall be worth at the Time of such Taking. **In Witness, &c.**

A Deed to revoke Trusts, &c.

THIS Indenture Tripartite made, &c. **Between** E. S. &c. for the first Part, B. W. of, &c. of the second Part, R. T. of, &c. S. S. of, &c. and T. T. of the third Part. **Whereas** the said E. S. by his Indenture bearing Date the Day before the Date hereof, for the Consideration of 200 l. of lawful Money of Great Britain, hath granted, bargained, sold, demised and to Farm letten unto the said B. W. and H. D. all those the Manors or Lordships of, &c. **To have and to hold** the said Manors, Rectories and every Part thereof, unto the said B. W. and H. D. their Executors, Administrators and Assigns, from the Feast Day of St. M. last past before the Date thereof, unto the full End and Term of one full Year, at the Rent of a Pepper-Corn, as in and by the said Indenture doth plainly appear: **And whereas** the said E. S. by his Indenture Tripartite, bearing Date the same Day, and expressed to be made between the said Parties, and sealed and delivered at one Instant, together with these Presents, hath granted, remised, released, ratified and confirmed unto the said B. W. and H. D. their Heirs or Assigns, being in Possession of the said Manor and Premises, by Force and Virtue of the recited Indenture aforesaid, all those the aforesaid Manors, Lordships, Rectory, &c. **To have and to hold** the said Manor, &c. and all other the Premises, with the Appurtenances unto the said B. W. H. D. their Heirs and Assigns for ever, to the Uses, Intents and Purposes, and subject to the Provisoos, Payments and Conditions in these Presents particularly mentioned and expressed, as in and by the said several Indentures, Relation being thereunto had, may at large appear. **Now this Indenture witnesseth**, that it is mutually concluded, consended unto and fully agreed upon by and between all the said Parties to these Presents, and it is the true Intent and Meaning of these Presents, and of all and every the said Parties to the same, that if the said D. S. shall at any Time hereafter, during his natural Life, be minded to make void the said last recited Indenture, or any Estate, Article or Agreement in the said last recited Indenture contained, or to raise or create any other or further Trust or Trusts, or to dispose of the said several Manors and Premises, or any Part thereof, in any other Sort, or to any other Person, or for any Purposes than are in the said last recited Indenture limited and declared, and the same his Mind, Intent and Purpose shall signify and declare in Writing under his Hand and Seal, in the Presence of two or more credible Witnesses, that may testify the same to be his true Meaning, or by his last Will and Testament in Writing, that then and immediately after such Signification and Declaration had and made, the aforesaid Use and Uses, Estate and Estates, Trust and Trusts, Confidences, Intents and Purposes, and all and so much of the Premises whereof the said E. S. shall make such Signification, Declaration or Determination, and every Article, Clause and Thing concerning the same, shall cease, determine and be utterly void to all Intents, Constructions and Purposes; and that then and from thenceforth it shall and may be lawful unto and for the said E. S. by such Writing as aforesaid, or by his last Will and

and Testament in Writing, to appoint and declare new or other Use or Uses, Trust or Trusts, &c. of all or so much of the Premises, whereof the said E. S. shall make any such Signification or Declaration, or otherwise dispose of the said Premises, or any Part or Parcel thereof, at his free Will and Pleasure; any Thing whatsoever in the said last recited Indenture contained, &c. **In Witness, &c.**

A Trust decreed in Chancery for a Sale of so much of the Trust Estate, as together with half of the Personal Estate would pay off the Debts, and that the Plaintiff should have the other Moiety at his own Disposal.

THIS Indenture, &c. Between W. R. of — Esq; of the one Part, and W. R. of — Gent. and H. J. of, — Gent. of the other Part, **Witnesseth**, that the said W. R. as well for and in Consideration of the natural Love and affection he hath and beareth unto T. J. A. and H. R. Sons and Daughters of him the said W. R. and for Raising of their Portions out of the Messuages, Lands and Tenements herein after mentioned, and for settling the same Messuages, &c. to the Uses, Intents and Purposes herein after expressed, limited and declared, according to and in Pursuance of, &c. as also for divers other good Causes and valuable Considerations, him the said W. R. thereunto moving, **Hath** granted, assigned, released and confirmed, and by these Presents **Doth**, &c. unto the said W. R. (*the Heir at Law*) and H. J. **All** that, &c. (*the Parcels*); **To have and to hold** all and singular the Premises aforesaid, wherein the said W. R. hath an Estate of Inheritance, with their and every of their Appurtenances, unto the said W. R. and H. J. their Heirs and assigns; **And to have and to hold** all other the Premises, with their and every of their Appurtenances, unto the said W. R. and H. J. their Heirs, Executors, Administrators and Assigns, for and during the Continuance of all and every the respective Estates, which the said W. R. at the Time of the Execution of these Presents hath therein, to the several Uses, &c. (*then it goes on and declares the Uses; vide Tit. Uses*); and as for and concerning all other the Premises, to the Use of the said W. R. the Son, and his Assigns, for and during the Continuance of the respective Estates, that then shall be to come and undetermined in the same Premises; and the true Intent and Meaning of these Presents, and of the Parties hereunto, is and are, and the special Trust and Confidence in them the said W. R. the Son, and H. J. their Executors, Administrators and Assigns, shall out of the Rents, Issues and Profits of the said Premises (so limited to them as herein after is particularly mentioned) raise and levy, as soon as conveniently may be, for the Portions of — and — Daughters of the said W. R. the Father; (*then it goes on with the Trusts for raising Portions and Maintenances for younger Children, Sons and Daughters; vide first Settlement before Marriage.*) **In Witness, &c.**

Habendum of the Real Estate. Of the Personal Estate.

Part of a Deed of Trust for settling several Freehold and Leasehold Estates, (beginning at the Habendum.)

TO have and to hold the said Manors or Lordships, &c. with their and every of their Rights, Royalties, Members and Appurtenances, unto the said N. W. and P. N. (*the Trustees*), their Heirs and Assigns, to the Use of them the said N. W. and P. N. their Heirs and Assigns, **Upon Trust** in the first Place to settle and convey the several Manors, Lands, &c. (*then the Deed declares the Uses of the Trust, as before in Marriage Settlements*): **And this Indenture further witnesseth**, that the said J. W. for the Consideration aforesaid, **Hath** granted, bargained, sold, assigned, transferred and set over, and by these Presents **Doth**, &c. unto the said N. W. and P. N. their Executors, Administrators and Assigns, **All** and every the Houses and Leasehold Estates of him the said J. W. &c. **To have and to hold** the said Leases and Leasehold Premises unto the said N. W. and P. N. their Executors, Administrators and Assigns from henceforth, for and during all the Rest, Residue and Remainder of the said respective Terms thereof respectively granted, and now to come and unexpired, subject to the Rents and Covenants in the said Respective Leases contained, on the respective Tenants Parts to be paid, done and performed; **Upon Trust** absolutely to sell the same either together or in Parcels, and to pay and apply the Monies arising by such Sale or Sales towards Payment of the said Debts in Manner aforesaid, according to the said recited Agreement, &c. (*For more Variety of Uses and Trusts, vide Declarations, and Limitations of Uses and Trusts, and Tit. Marriage Settlements.*)

The Real Estate. The Trust. The Leasehold Estate. Trust to sell for Payment of Debts.

Uses.

Forms of introducing the Uses on Fines and Recoveries, &c.

The Introduction of the Uses on a Fine to be levied.

THIS Indenture, &c. Between R. C. and A. his Wife of the one Part, and C. R. and J. F. of the other Part Witnesseth, That for the Conveying, Assuring and Sure-making of all and singular the Messuages, Lands, Tenements and Hereditaments hereafter in these Presents mentioned, to the Uses, Intents and Purposes hereafter in and by these Presents expressed, limited and declared, It is agreed and concluded by and between the said Parties to these Presents; and the said R. C. for himself, his Heirs, Executors and Administrators Doth covenant, grant and agree to and with the said C. R. and J. F. their Heirs, Executors and Administrators, and every of them by these Presents, that he the said R. C. and A. his Wife, shall and will at the proper Costs and Charges of the said R. C. before the End of Hilary Term next ensuing the Date hereof, in due Form of Law, &c. [*insert the Covenant to levy a Fine.*] by certain Name or Names, Quantities of Acres in the said Fine to be contained; and that the said Fine so to be had and levied, as aforesaid, or in what Manner soever the same shall be had and levied, shall be and enure; and the said C. R. and J. F. shall by Force thereof stand and be seised of the said Messuage, &c. with the Appurtenances, to the Uses, Intents and Purposes, and upon the Conditions and Limitations hereafter in these Presents limited, expressed and declared, and to no other Use, Intent or Purpose whatsoever; that is to say, &c. —Or thus, And it is covenanted, concluded and fully agreed, by and between all the said Parties to these Presents, and they and every of them do hereby express, signify and declare, That the said Fine be so levied, as aforesaid, and all and every other Fine and Fines hereafter to be had and levied of the Premises, or any Part thereof between the said Parties or any of them, before the End of, &c. shall be and enure, and the said C. R. and J. F. and their or one of their Heirs, immediately from and after the said Fine, or any other Fine thereof to be levied, as aforesaid, shall stand and be seised of the Premises, to the only Uses, Intents and Purposes hereafter mentioned; that is to say, as to the said Messuage, &c. with the Appurtenances now in the Occupation of, &c. To the Use and Behoof of, &c. And as to the said Lands, &c. now in the Occupation of, &c. To the Use and Behoof of, &c.

The Introduction of the Uses on a Fine levied.

THIS Indenture made, &c. Between R. C. and E. his Wife, of the one Part, and J. F. and F. J. of the other Part. Whereas the said R. C. and E. his wife have, in the Term of S. Michael last past before the Date of these Presents, levied a Fine in due Form of Law, unto the said J. F. and F. J. of all, &c. The which Fine was levied by such Names, Number of Acres, and other Particulars, as are in the Fine contained, as by the said Fine, Relation being thereunto had, doth more fully appear: Now this Indenture witnesseth, and it is hereby declared by and between all the Parties hereunto, That the true Intent and Meaning of the Levying of the said Fine at the Time of the Levying thereof was, and is to be taken to be to the Uses, Intents and Purposes hereafter following; that is to say, To the Use of, &c.

The Introduction of the Uses on a Recovery to be had, with double Voucher.

THIS Indenture of three Parts, made, &c. Between A. B. of the first Part, R. C. and C. R. of the second Part, and J. F. and F. J. of the third Part. Whereas the said A. B. by one Indenture of Bargain and Sale, dated the first Day of this Instant December, and enrolled in his Majesty's High Court of Chancery the tenth Day of the same Month, made between the said A. B. of the one Part, and the said R. C. and C. R. of the other Part, hath granted, bargained and sold to the said R. C. and C. R. all that, &c. and the Reversion and Reversions, Remainder and Remainders thereof, and of every Part or Parcel thereof; To have and to hold the said, &c. and all and every the said Premises, with the Appurtenances, unto the said R. C. and C. R. their Heirs and Assigns for ever, to the only proper and absolute Use and Behoof of the said R. C. and C. R. their Heirs and Assigns for ever; To the End, Intent and Purpose that the said R. C. and C. R. might thereby, and by the Force of the Statute for transferring Uses into Possession, become Tenants of the Freehold of all and every the Premises; that a good and perfect Common Recovery, with double Vouchers, may be
thereof

thereof had and executed: **Now this Indenture witnesseth**, and it is covenanted, concluded and fully agreed by and between all the said Parties to these presents, for them and every of them, their and every of their Heirs, That they the said R. C. and C. R. shall and will permit and suffer the said J. F. and F. J. before the End of, &c. next ensuing the Date of these Presents, by Writ or Writs of Entry *sur disseisin en le post*, to be sued forth and obtained out of his Majesty's High Court of Chancery, and returnable before the Justices of his Majesty's Court of Common Pleas at *Westminster*, in the Names of the said J. F. and F. J. Demandants against the said R. C. and C. R. Tenants, or the Survivor of them, to recover to them the said J. F. and J. F. and their Heirs in due Form of Law, according to the usual Form of Common Recoveries for Assurances of Lands, Tenements, and Hereditaments against the said R. C. and C. R. the said, &c. with their and every of their Appurtenances, by some Name or Names in the said Writ of Recovery to be contained; in and to which said Writ the said R. C. and C. R. shall appear *gratis* in their proper Persons, and after Defence made shall vouch to Warranty the said A. B. who shall likewise thereupon appear and enter the Warranty, and after Defence made shall vouch to Warranty the Common Vouchee, who shall likewise appear and enter into Warranty, and after make Default in Contempt of the Court, to the End that a perfect Common Recovery may be had and executed according to the Course of Common Recoveries of the, &c. and all and singular other the Premises, with the Appurtenances, which Recovery so as aforesaid, or in any other Form, to be had, suffered and executed by and between the said Parties, or any of them, the said, &c. before the, &c. and the Recoverers in the said Recovery or Recoveries shall immediately from and after the suffering and executing thereof stand and be seised of the said, &c. to the Uses, Intents and Purposes hereafter specified, expressed and declared, and to no other Use, Intent or Purpose whatsoever. (*Or thus,*) And it is covenanted, granted, concluded and agreed by and between all the said Parties to these Presents that the said Recovery so to be had and executed, as aforesaid, and every other Common Recovery with Vouchers, to be suffered by the said R. C. and C. R. or the Survivor of them, before the End, &c. of the said, &c. and of every or any Part thereof, by what Names or Additions soever the same shall be had or suffered, immediately from and after the Execution thereof, shall be, and the Person or Persons, who shall thereby recover the Premises, or any Part thereof, and his and their Heirs, after Execution shall stand and be seised of the said, &c. or of such Part thereof as shall be recovered, as aforesaid, to the Use of, &c.

The Introduction of the Uses on a Recovery with double Voucher suffered.

THIS Indenture of three Parts, made, &c. Between R. R. of the first Part, R. C. and C. R. of the second Part, and J. F. and F. J. of the third Part. **Whereas** the said R. R. by one Indenture of Bargain and Sale, &c. (*reciting to the End of the Habend.*) **And Whereas** afterwards, (that is to say) in the Term of St. Michael then next following the said J. F. and F. J. did sue out of the said Court of Chancery one Writ of Entry *sur disseisin en le post* against the said R. C. and C. R. returnable before the Justices of his Majesty's Court of Common Pleas at *Westminster*, where the said J. F. and F. J. did demand against the said R. C. and C. R. the said Manors, &c. to which Writ the said R. C. and C. R. did appear in proper Person, and after Defence made did vouch to Warranty the said R. R. who did likewise appear in Person, and entered into the Warranty, and vouched over the common Vouchee, who did likewise appear in Person, and entered into Warranty, and after made Default, whereby several Judgments were had according to the Course of Common Recoveries used in the Court of Common Pleas: **Now this Indenture witnesseth**, and it is hereby declared and expressed, That the true Intent and Meaning of all the said Parties to these Presents before and at the Time of suffering the said Recovery was, and ever since hath been, and yet is, that the said Recovery and the whole Execution thereof should, and for ever hereafter shall be and enure, and the said Recoverers and their Heirs shall for ever hereafter stand and be seised of and in the, &c. and all and every the Premises beforementioned, with the Appurtenances, to the Use, &c.

The Introduction of the Uses of a Recovery with single Voucher to be had.

THIS Indenture made, &c. Between R. C. of the one Part, and J. F. and F. S. of the other Part, **Witnesseth**, That it is covenanted, concluded and agreed by and between the said Parties to these Presents, and the said R. C. for himself, his Heirs, Executors, and Administrators, doth covenant, grant and agree to and with the said J. F. and F. J. and their Heirs, by these Presents, That he the said R. C. shall permit and suffer the said J. F. and F. J. to prosecute one Writ of Entry *sur disseisin en le post* against the said R. C. of and for all that, &c. with all and every the Appurtenances, by such Name and Names, Quantities and Numbers of Acres, and in such Manner and Form as shall be thought fit and expedient, unto and in which

Writ the said R. C. shall appear *gratis*, and vouch over to Warranty the Common Vouchee, who shall likewise appear *gratis*, and enter into the Warranty, and make Default in Contempt of the Court, whereby one Recovery shall or may be had or suffered against the said R. C. of the said, &c. according to the usual Course of common Recoveries for the Assurance of Lands and Tenements. And it is further concluded and agreed by and between the said Parties to these Presents, That the said Recovery shall be had and suffered, as aforesaid, before the End of Hilary Term next ensuing the Date hereof: And that the said Recovery and the Execution thereof, and the full Force and Effect of the same shall be and enure, and that the said Recoverers and their Heirs, immediately after the same and the Execution thereof had and made, shall stand and be seised of the said Manors, Messuages, Lands and Premises, to the Uses, Intents and Purposes hereafter mentioned, (that is to say) **To the Use of, &c.**

The Introduction of the Uses on a Recovery with single Voucher already had.

THIS Indenture made, &c. Between R. C. of the one Part, and J. F. and F. J. of the other Part. Whereas the said J. F. and F. J. did on Michaelmas Term last past before the Date hereof, upon a Writ of Entry *sur disseisin en le poſt*, before the Justices of his Majesty's Court of Common Pleas at Westminster, recover by Common Recovery against the said R. C. one Messuage, &c. (setting down the Particulars, and the Reversion and Reversions, Remainder and Remainders of all and singular the Premises, and of all and every Part and Parcel thereof, by the Name of, &c. (as in the Recovery) in which Recovery the said R. C. did vouch to Warranty the Common Vouchee, whereby a good and perfect Common Recovery, with single Voucher of the said, &c. according to the usual Form of Common Recoveries was had and executed against the said R. C. and his Heirs, as by the Record thereof remaining in the said Court of Common Pleas it doth more at large appear: Now this Indenture witnesseth, and it is hereby declared, That the true Intent and Meaning of all the Parties to the said Recovery, and to these Presents, was before and at the Time of the said Recovery, and yet is, for, touching and concerning the said, &c. and every Part thereof whereof the said Recovery was had and executed, as aforesaid, That the said Recovery and the Execution thereof should and shall be and enure, and be construed, judged and taken to be and enure, That the said Recoverers and their Heirs shall stand and be seised of the said, &c. and every Part and Parcel thereof with the Appurtenances, to the Uses, Intents and Purposes hereafter in these Presents set down, expressed and declared, and to no other Use, Intent or Purpose whatsoever, (that is to say) to the Use of, &c.

The Introduction of the Uses on a Feoffment.

THIS Indenture made, &c. Between R. C. of the one Part, and J. F. and F. J. of the other Part, Witnesseth That the said R. C. for and in Consideration of a Marriage, &c. and for Settlement in the Name, &c. hath granted, aliened, infeoffed, released and confirmed, and doth by these Presents grant, alien, enfeoff, release and confirm unto the said J. F. and F. J. their Heirs and Assigns forever, all that, &c. and the Reversion and Reversions, Remainder and Remainders thereof, and of every Part thereof, and all and every the Rent or Rents thereupon reserved, due or payable, or upon any Part thereof; **To have and to hold** the said, &c. unto the said J. F. and F. J. their Heirs and Assigns for ever, to the several Uses, Intents and Purposes, and under the several Provisoos, Conditions and Limitations hereafter in and by these Presents expressed, limited and declared, and to or for no other Use, Intent or Purpose whatsoever, that is to say, &c.

A Way to Preserve contingent Uses, in case the particular Estate determine before they come in esse.

THIS Indenture Tripartite, &c. Between B. A. of, &c. of the first Part, R. C. and C. R. of the second Part, and J. F. and F. J. of the third Part, witnesseth, That it is covenanted, granted, concluded and agreed upon (insert a Covenant for B. A. to levy a Fine to J. F. and F. J.) And it is covenanted, granted, condescended and declared by and between all the said Parties to these Presents, That the said Fine or Fines, and all other Fine or Fines hereafter to be had and levied by and between the said Parties to these Presents, or any of them of the said Manor and Premises, or any Part thereof, are meant and intended to be, and immediately from and after the acknowledging and levying of the said Fine or Fines shall be taken judged and construed to be and enure to the several Uses, Trusts and Purposes hereafter mentioned (that is to say) **To the Use** and Behoof of the said B. A. and his Assigns, for and during the Term of his natural Life; and from and after the Determination of the Estate of the said B. A. **To**

A. To the Use and Behoof of the said *R. C.* and *C. R.* and their Heirs, for and during the natural Life of the said *B. A.* to the End, Intent and Purpose, and in Trust only to preserve the contingent Remainder hereafter mentioned; and from and after the Decease of the said *B. A.* *To the Use* and Behoof of the first Son of the said *B. A.* lawfully to be begotten on the Body of *D. A.* his now Wife, and of the Heirs Male of the Body of such first Son lawfully to be begotten; and for Default of such Issue, *To the Use* and Behoof of the second Son of the said *B. A.* on the Body of the said *D. A.* to be begotten, and of the Heirs Male of such second Son (and so to the third, fourth or fifth Sons;) and for want of such Issue, *To the Use* and Behoof of all and every other Son and Sons of the Body of the said *B. A.* to be begotten on the said *D. A.* successively, one after the other, as they shall be in Seniority of Age, and Priority of Birth, and the several and respective Heirs Male of their Bodies; the Eldest and his Heirs Male of his Body, to be always preferred before the Younger of them and the Heir Male of his Body; and for Default of such Issue, in case the said *D.* shall be enseint at the Time of the Death of the said *B. A.* then *To the Use* and Behoof of the said *D.* until she shall be delivered of such Child or die, which of them shall first happen, in Trust only for the Preservation of the contingent Remainder unto her Son, if she shall be enseint of a Son; and if such Child shall be a Son, then to the Use and Behoof of such after-born Son lawfully to be begotten, and the Heirs Male of the Body of such after-born Son lawfully to be begotten; and for want of such Issue, *To the Use* and Behoof of the said *R. C.* and *C. R.* their Executors, Administrators and Assigns, for and during the Term of five hundred Years; and from and immediately after the End of the said Estate or Term of five hundred Years, *To the Use* and behoof of the said *B. A.* and the Heirs Male of his Body, and for want of such Issue, *To the Use* and Behoof of the Right Heirs of the said *B. A.* for ever. And as for, touching or concerning the said Estate of five hundred Years herein before limited to the said *R. C.* and *C. R.* it is hereby declared, That the said Estate is so limited to them as aforesaid, *In Trust*, That they the said *R. C.* and *C. R.* or the Survivor of them, their or his Executors, Administrators or Assigns, shall and may out of the yearly and accidental Rents, Issues and Profits of the said Manor, &c. herein before limited to them for the said Term of five hundred Years, for Default of Issue Male, as aforesaid, levy, raise and pay the several Sums hereafter mentioned, as well for the Maintenance and Education, as for the Portion or Portions of the Daughter or Daughters of the said *B. A.* of the Body of the said *D. A.* to be begotten, in Case there shall be Failure of Issue Male of the Body of the said *B. A.* on the Body of the said *D. A.* to be begotten, in such Manner and Form as is hereafter expressed and declared, (that is to say) the Sum of 10,000*l.* of good and lawful Money of *Great Britain*, in Case they shall have but one Daughter between them two, for the Marriage Portion of such Daughter, if such Daughter shall not be preferred in Marriage by the said *B. A.* in his Life-time: And in Case there shall be more than one Daughter between them begotten, the Sum of 1000*l.* a-piece of lawful Money of *Great Britain* to every such Daughter that shall not be preferred in Marriage in the Life-time of the said *B. A.* the said Portion and Portions to be paid to them respectively at their several Ages of one and twenty Years, or respective Days of Marriage, which of them shall first happen: And in the mean Time for the raising and paying to and for such Daughter or Daughters until their several Portions shall become due and payable, as aforesaid, necessary and convenient Maintenance at the Discretion of the said Trustees, or the Survivor of them, their or his Executors, Administrators or Assigns; And it is concluded and agreed by and between all the said Parties to these Presents, and it is the true Intent and Meaning hereof, That when the several Portions and Sums of Money aforesaid shall be paid and satisfied to the said Daughter or Daughters, as aforesaid, according to the true Intent and Meaning of these Presents; or if he or they, to whom the Remainder or Reversion of the said Manor, &c. shall be, remain or come by Virtue of these Presents, after the End or Expiration of the said Estate of five hundred Years, shall well and truly satisfy and pay, or cause to be satisfied and paid, or otherwise secure to be satisfied or paid unto such Daughter or Daughters the said several Sums, as aforesaid, that then, immediately from and after such Payment made, or security given for Payment of the said Sum or Sums to such Daughter or Daughters, as aforesaid, according to the true Intent and Meaning of these Presents, the said Estate or Term of five hundred Years herein before limited to the said *R. C.* and *C. R.* as aforesaid, shall cease and determine, and be utterly void and of no Effect.

A Proviso to revoke and limit new Uses.

PROVIDED always, That if the said *R. C.* shall at any Time, during his natural Life, intend or be minded to alter, change, repeal, revoke, or make void all the said Estates, Uses, Remainders and Limitations before in these Presents mentioned, or any of them, or in the Premises, or any Part thereof, and shall by any Deed or Deeds in Writing under his

his Hand and Seal, to be attested by two or more credible Witnesses subscribing their Names thereunto, signify and declare that his Mind and Intent is to alter, change, repeal, revoke or make void the said Estates, Uses, Remainders and Limitations before in these Presents specified and declared, such or so many of them, as shall be mentioned in the said Writing or Writings of Revocation to be repealed, revoked or made void, of or in the said Premises or any Part thereof, shall from thenceforth cease, determine and be repealed, revoked and utterly void for ever; and that then and from thenceforth the said J. F. and F. J. and the survivor of them, their and his Heirs, and all and every other Person and Persons whatsoever, which shall be then seised of the said Premises, with the Appurtenances, or of any Part or Parcel thereof, shall stand and be seised thereof, or of so much thereof, as shall be mentioned and contained in the said Writing or Writings of Revocation to be therein and thereby revoked, repealed, and made void, as aforesaid, to the only Use and Behoof of him the said R. C. his Heirs and Assigns for ever, or to such other use or Uses, Intents and Purposes, as in and by the said Deed or Deeds, Writing or Writings of Revocation, shall be limited, declared, and appointed, and to no other Use, Intent and Purpose whatsoever; any Thing before specified to the contrary thereof in any wise notwithstanding. As to the Uses, vide **Declarations, Limitations of Uses and Trusts, and Marriage Settlements, Revocations of Uses, &c.**

Valuations.

Valuation of a Ship by two Shipwrights, under a Commission of Bankruptcy.

The Deputa-
tion.

The Valua-
tion.

WE Whereas A. E. J. and O. Assignees appointed by the Commissioners named and authorised in and by a Commission of Bankruptcy lately issued out and awarded against B. C. late of, &c. having by Writing under their Hands and Seals, dated, &c. desired and authorised us J. and S. (two Appraisers, by them the said Assignees indifferently chosen and appointed) to view, value and appraise the good Ship called the N. S. lately belonging to the said E. C. (the Bankrupt) together with all Tackle, Apparel, Ordnance, Ammunition, Boat, and all other the Furniture to her belonging, as thereby may appear; *We* the said J. and S. of — Shipwrights, do hereby declare, that we have accordingly viewed and appraised the said Ship, with her Masts, Yards, Sails, standing and running Rigging, one old long Boat, and all other the Furniture and Appurtenances belonging to the said Ship, as she came from Sea and put into Port, and do value the same at the Sum of — l.

Valuation of an Average of the Goods lost, and Freight, &c.

WE A. E. and J. being by Virtue of a certain Writing under the Hands and Seals of the Master and Freighters of the Ship K. Burthen about 200 Tons, now at Anchor in the River of *Thames*, and lately arrived from — dated the, &c. requested, authorised and empowered to adjust and settle the Value of the Goods thrown overboard in the Storm and bad Weather which the said Ship met withal in her homeward bound Voyage, with the Freight for the same, and of the Goods remaining on Board, and of the ship as she now is, with her Freight, and of the Ship's Mizen Mast cut in the Storm for the Preservation of the Ship, do declare our Valuation of the Premises as followeth, &c. (*the Appraisement.*)

Warrants of Attorney. See Letters of Attorney and Deputations.

A Warrant of Attorney from several Creditors of a Person deceased, to bring Actions at Law, or file Bills in Equity; and an Appointment of a Cashier for raising and paying Money for defraying the Expences.

WE Whereas T. U. late of — deceased, died indebted to us whose Names are hereunder subscribed, and to several other Persons by Bond, Bill, Note or otherwise: **Know all Men by these Presents**, that we the said Creditors do hereby authorise, order, appoint and empower J. T. of — to be our Attorney, Agent and lawful Solicitor, and

for us and in our Names, and on our Behalf, to exhibit or prosecute one or more Bill or Bills in the High and Honourable Court of Chancery, against such Person or Persons as he shall be advised for an amicable Discovery and Account of the Estate and Effects of the said *T. U.* which is or are, or shall or may be liable to the payment of our said Debts; **And also** in our Names and on our Behalf to commence or prosecute any Action or Actions, Suit or Suits in Law or Equity, or otherwise, as he the said *J. T.* shall be advised, against any Person or Persons whomsoever who hath or have possessed, or shall possess himself or themselves of such Estate and Effects of the said *T. U.* in order to the Recovering of the said Debts; **For** the doing of which this shall be a sufficient Warrant to the said *J. T.* **And** in order for the Carrying on and effectually prosecuting such Suit or Suits, Action or Actions, **We** the said Creditors do hereby nominate, constitute and appoint *W. W.* of — one of the said Creditors, Cashier in that Behalf, and do hereby also promise and agree to and with the said *W. W.* that on his giving ten Days Notice in Writing to each of us, we will from Time to Time advance and pay to the said *W. W.* according to a Pound Rate, such Sum and Sums of Money, at such Time and Place as he shall by such Notice in Writing appoint, as a Contribution towards Defraying the Charges of such amicable Suit or Suits, Action or Actions. **As witness** our Hands, &c.

A Warrant of Attorney to take Seisin, in an Indenture.

AND the said *A. B. (the Feoffor)* hath nominated, constituted and appointed, and by these Presents doth nominate, constitute and appoint the said *C. D. (who must be Party to the Deed)* his true and lawful Attorney, for him and in his Name and Stead to enter into and take full and peaceable Possession and Seisin of all and singular the above mentioned Messuages, Lands, Tenements, Hereditaments and Premises, or of some Part thereof, in the Name of the Whole, unto the said *E. F. (the Feoffee)* or (if the Case is so) to the said *G. H. (his Attorney)* in that behalf lawfully authorised, or to either of them, according to the Form, Effect and true Meaning of these Presents; and the said *E. F. (the Feoffee)* hath nominated, constituted and appointed, and doth by these Presents nominate, constitute and appoint the said *G. H.* his true and lawful Attorney, (who must also be Party to the Deed) for him and in his Name and Stead to receive and take of and from the said *A. B.* or the said *C. D.* or either of them, Possession and Seisin of all and singular the Premises, or of some Part thereof, in the Name of the Whole, and such Possession and Seisin thereof so taken, to hold and to keep to the Use of the said *E. F.* his Heirs and Assigns, according to the Effect, and true Intent and Meaning of these Presents. **In Witness,** &c.

Steward's Warrant to Bailiff, &c. to seize Heriots.

WHEREAS I am informed that *C. D.* a Copyhold Tenant of the Manor of — of two Copyhold Tenements lying in the said Manor, and Part and Parcel of the same is dead, whereby two Heriots are due to *A. B.* Lord of the said Manor: **And whereas** I am informed that the said *C. D.* or some other Person or Persons, hath lately felled or cut down in and upon the said Copyhold Tenements, several Timber-Trees of Oak, Ash and Elm: *These* are to authorise and require you, and each of you, to seize and take into your Custody, or either of your Custodies, two Heriots of the best Goods of the said Deceased *C. D.* and them safely keep for the Use of the said Lord of the said Manor: **And further,** you are hereby required to seize and take into your Custody all such Timber-Trees which you, or either of you, know or find to have been felled on the said Copyhold Tenements, or either of them, and them safely keep for the Use of the Lord of the said Manor: *And you* are hereby further authorised and required immediately to make an actual Entry into and upon the said two Copyhold Tenements, or any Part thereof, in the Name of the Whole, for and in the Name of the Lord of the Manor, and Possession thereof to hold and keep for and to the Use of the Lord of the said Manor, his Heirs and Assigns, (the said Tenements being fallen into the Hands of the Lord of the said Manor by the Death of the said *C. D.*) and for your and either of your so doing, this shall be your sufficient Warrant. *Given,* &c.

To *A. B.* Bailiff of the said Manor of *S.* in the County of *D. P. A.* and *R. W.* jointly and severally, these

A Special Warrant of Attorney from one of the Creditors of Mr. H. V. to acknowledge Satisfaction upon a Judgment as to her Debt only thereby secured.

Recital of the
Deed and of
the Judgment.

WH^{ereas} by Indenture *Tripartite*, bearing Date, &c. and made between the Honourable *H. V.* Esq; (eldest Son and Heir apparent of the Right Honourable *C. Lord B.*) of the first Part, *J. N. Jeweller*, (one of the Creditors of the said *H. V.*) and *E. E. Gent.* of the second Part, and *E. C. of, &c. Widow*, and several Persons therein named, other Creditors of the said *H. V.* of the third Part, therein reciting (among other Things) that the said *H. V.* was then indebted unto the said *E. C.* in the Sum of 589 *l.* 11 *s.* 8 *d.* and also to his said other Creditors in the several Sums of Money therein particularly mentioned, *It is witnessed*, and the said *H. V.* did thereby covenant and agree to and with the said *J. N.* and *E. E.* that they should receive the Rents, Issues and Profits of the several Messuages, Farms, Lands and Hereditaments therein particularly mentioned, *Upon Trust* to raise and pay amongst the said Creditors their said several Debts therein mentioned, to her the said *E. C.* the said Debt of 589 *l.* 11 *s.* 8 *d.* together with Interest for the same at the several Times and in such Manner as therein also mentioned: **And** for the better securing Payment to the said several Creditors of their said respective Debts, the said *H. V.* confessed a Judgment unto the said *J. N.* and *E. E.* in his Majesty's Court of Exchequer at *Westminster* for the Sum of 4000 *l.* besides Costs of Suit, which Judgment hath been since entered upon Record in the said Court, as by the said Indenture and Record of the said Judgment may appear: **And whereas** the said *E. C.* hath been fully paid and satisfied her said Debt of 589 *l.* 11 *s.* 8 *d.* and all Interest Monies due for the same: **Now these Presents witness**, that I the said *E. C.* (in Consideration of my said Debt and Interest being so paid to me as aforesaid, the Receipt whereof is by me hereby acknowledged) do hereby direct, authorise and empower the said *J. N.* and *E. E.* jointly or severally, or their or either of their Attornies to acknowledge Satisfaction upon the Record of the said Judgment so entered up in the said Court of Exchequer, so far only as relates to and in respect of my said Debt of 589 *l.* 11 *s.* 8 *d.* and the Interest thereof, and all Costs, Charges and Damages touching or concerning the same, but not to extend, or be deemed or construed any further or otherwise howsoever; and that these Presents shall be to you the said *J. N.* and *E. E.* or any other Attornies by you, or either of you, to be appointed for that Purpose, a sufficient Warrant and Discharge for your so doing. **In Witness, &c.**

The Warrant.

Warrant from a Lord of a Manor to a Steward, appointing him to keep Courts.

NOW all Men by these Presents, that I *A. B.* of, &c. Esq; Have made, constituted and appointed, and by these Presents *Do, &c. C. D.* of, &c. Gent. my Steward of all my Manors, Lordships and Hereditaments in the Counties of *H.* and *S.* Giving and hereby granting unto him the said *C. D.* and to his sufficient Deputy or Deputies in that Behalf to be made, and to each and every of them, full Power and Authority to keep and hold all my Courts Leet, View of Frankpledge, Courts Baron, and other Courts within the Limits, and Jurisdictions of the said Manors or Lordships; and finally to do and execute all Acts, Matters and Things whatsoever, which to the Office of a Steward belong or appertain during my Will and Pleasure. **In Witness, &c.**

A Warrant from a (a) Steward of a Manor to a Deputy, appointing him to hold Courts.

Recital of the
foregoing
Warrant.

WH^{ereas} *A. B.* of, &c. Esq; hath lately constituted and appointed me *C. D.* his Steward of all his Manors, Lordships and Hereditaments in the Counties of *H.* and *S.* and given and granted unto me the said *C. D.* and to my sufficient Deputy and Deputies in that Behalf, and to each and every of them, full Power and Authority to keep and hold all his Courts Leet, Views of Frankpledge, Courts Baron, and other Courts within the Limits and Jurisdictions of the said Manors or Lordships: **Now know all Men** by these Presents, that I the said *C. D.* Have made, constituted and appointed, and *Do* hereby make, constitute and appoint *J. S.* of, &c. Gent. my Deputy, to do and execute all Acts, Matters and Things

(a) A Steward cannot appoint a Deputy, unless he has a Power by express Words in his Warrant to do it.

which to the said Office belong or appertain, in my Stead and Place in all Things, as effectually to all Intents and Purposes as if I myself were personally present at the doing thereof. In Witness, &c.

A Warrant from a Lord of a Manor to a Bailiff to collect Rents and Heriots, and upon Non-payment to distrain, and to inspect the Woods.

IN D W all Men by these Presents, that I A. B. of — Esq; Lord of the Manor of — have made, ordained, constituted and appointed, and by these Presents Do, &c. J. S. of — Gent. my Bailiff or Agent, for me and in my Name, and to my Use, to collect and gather, require, demand and receive of and from all and every my Tenants that have held or enjoyed, or now do or hereafter shall hold and enjoy any Messuages, Lands or Tenements, by, from or under me, within my said Manor of — all Rents and Arrears of Rents, (a) Heriots, and other Profits that now are or hereafter shall become due, owing and payable to me within the said Manor, and in Default of Payment thereof to distrain for the same, from Time to Time, and such Distrets or Distresses to impound, detain and keep, until Payment be made of the said Rents and Profits, and the Arrears thereof. And I do also further empower and authorise the said J. S. to take Care of and inspect into all and every my Messuages, Lands and Woods within the said Manor, and to take an account of all Defects, Decays, Wastes, Spoils, Trespasses, or other Misdemeanors committed, done or permitted within my said Manor, or any my Messuages, Lands or Woods there, and from Time to Time to transmit and send to me in Writing a just and true Account thereof, whereby to enable me to redress, reform and punish all Offences and offenders of that Nature; And further to act and do all other Acts, Matters and Things, that to the Office of Bailiff of the said Manor belong and appertain, and in Recompence for his Pains he is to have and receive yearly the Sum of, &c. Provided always, that this my Warrant or Deputation shall continue during my Will and Pleasure, and no longer. In Witness, &c.

A Warrant (b) from a Lord of a Manor to his Game-keeper.

TO all People to whom these Presents shall come, I A. B. of — Esq; Lord of the Manor of — have made, nominated and appointed E. G. of — my lawful Game-keeper in and for my said Manor of — to look after and take Care to preserve the Game there, And do all allow him in my Name to hunt, hawk, fish and fowl within my said Manor, and within the Limits, and Demesnes thereof and Places thereunto belonging, from Time to Time, during my free Will and Pleasure, and to do and perform all other Acts, Matters and Things to the Office of a Game-keeper belonging, according to the several Acts of Parliament in that Case made and provided. In Witness, &c. (For more Variety, vide Tit. Deputations.)

A Warrant of Attorney to confess Judgment in Ejectment.

To Mr. A. B. C. D. and E. F. &c.

THES E are to desire and authorize you the Attornies above named, or either of you, or any other Attorney of the Court of King's Bench at Westminster aforesaid, to appear for me J. H. of, &c. in the said Court, as of this present Michaelmas Term or any other subsequent Term, and then and there to receive a Declaration or Declarations for me in an Action of Trespass in Ejectment at the suit of — (the casual Ejector) for 30 Messuages, 500 Acres of Land, &c. with the Appurtenances in the Parish of — in the County of — which J. S. of — Esq; (the Mortgagee) the first Day of this Instant — at, &c. (the Parish where the Lands lie) aforesaid, did demise to the said — (the casual Ejector) and his Assigns, To hold from the 24th Day of June last past, before the Date hereof, for the Term of seven Years from thence next ensuing, fully to be compleat and ended, and thereupon to con-

(a) Heriots are of two Sorts, Heriot Service and Heriot Custom. It hath been questioned whether the Lord may seize for Heriot Service, but it is agreed he may for Heriot Custom.

(b) This Warrant should be entered in the Office of the Clerk of the Peace for the County wherein the Manor lies.

fels a (a) Judgment in the said Action for the said Messuages, Lands and Premises, with the Appurtenances, or else to suffer the same to pass by *Non sum informatus*, or otherwise, against me in the same Action, and to be thereupon forthwith entered up against me of Record, and for your so doing, &c.

A Warrant of Attorney to confess Judgment with a Release of Errors.

To — Attornies of the Court of — jointly and severally, or to any other Attorney of the same Court.

THESSE are to desire and authorise you the Attornies above named, or any one of you, or any other Attorney of the Court of — aforesaid, To appear —, And then and there to receive a Declaration — in an Action of — at the Suit of —; And thereupon to confess the same Action, or else to suffer a Judgment by — or otherwise to pass against — in the same Action, And to be thereupon forthwith entered up against — of Record of the said Court, for the said — and for your so doing these Presents shall be to you or any one of you, or to any other Attorney as aforesaid, yours, his, their or any of their sufficient Warrant and Authority: And — Do by these Presents, for — Heirs, Executors and Administrators, Remise, Release and for ever Quit claim unto — Heirs, Executors and Administrators, All and all Manner of Error and Errors, Writ and Writs of Error, and all Benefit and Advantage thereof, and all Misprisions of Error and Errors, Defects and Imperfections whatsoever, had, made, committed, done or suffered, or to be had, made, committed, done or suffered, in, at, about, touching or concerning the aforesaid Judgment, obtained or to be obtained against — by the said — or in, about, touching or concerning any Warrant, Process, Declaration, Plea, Entry or other Proceedings whatsoever, of or any way concerning the same. **In Witness** whereof — have hereunto set — the — Day of — in the — Year of the Reign of our Sovereign Lord — by the Grace of God, of Great Britain, France and Ireland King, Defender of the Faith and so forth, and in the Year of our Lord One Thousand Seven Hundred

Sealed and delivered (being first
duly stampd) in the Presence of

A Warrant to acknowledge Satisfaction upon the Record of two Judgments.

To A. B. and C. Attornies, &c.

WHereas W. J. C. and J. S. Gent. have obtained two several Judgments in the Court of Common Pleas at Westminster, of the Term of St. Michael in the — Year of the Reign, &c. the one against A. B. of — Esq; for 500 l. Debt, and 63 s. Damages; and the other against W. S. of — Gent. for the like Sum of 500 l. Debt, and 63 s. Damages; both which Judgments were obtained upon one and the same Bond, and for one and the same Debt; for which said Debt and Damages we are since satisfied: Now we the said J. C. and J. S. do hereby desire you the said A. B. and C. and every of you, and do give you and every of you full Power and Authority for and in our Names, and as our Attornies or Attorney, to acknowledge Satisfaction for the Debt and Damages aforesaid, upon the Record of the said respective Judgments, at the Costs and Charges of the said A. B. and W. S. and upon respective Releases of Error in that Behalf first had and obtained; and this shall be to you and every of you a sufficient Warrant in that Behalf. **In Witness**, &c.

(a) If the Lands lie in Wales, or in a County Palatine, Judgment must be entered up in the Exchequer, else not good.

Warranty.

Warranty in a Conveyance by Lease and Release.

AND the said *A.* doth hereby promise and grant for herself and her Heirs that she the said *A.* and her Heirs, the said Messuage or Tenement and all and singular other the Premises herein before mentioned, or intended to be hereby granted, bargained, sold, released and confirmed, and every Part and Parcel thereof, with the Appurtenances, unto the said *C.* his Heirs and Assigns, against her the said *A.* and her Heirs, and against the said *B.* her late Father deceased, and the said *D.* her late Grandfather deceased, or either of them, shall and will warrant, and for ever defend by these Presents. See *Theory* Part 1. p. 334. &c.

A special Warranty in a Conveyance by Lease and Release.

AND the said *A.* and *B.* do hereby, for themselves and their Heirs, jointly and severally grant, that they the said *A.* and *B.* and their and each of their Heirs, the said several Messuages or Tenements, Pieces or Parcels of Ground, and all and singular other the Premises herein before mentioned or intended to be hereby granted, bargained, sold, released and confirmed, and every Part and Parcel thereof, with the Appurtenances, unto the said *D.* his Heirs and Assigns, against them the said *A.* and *B.* and either of them, their and either of their Heirs, and against all other Persons whomsoever any Estate having or lawfully claiming, of, in, to or out of the said Premises, or of, in and to any Part or Parcel thereof, with the Appurtenances, or that shall or may claim by, from, or under, or in Trust for them, or either of them, or by, from or under ——— deceased Grandfather, or ——— Great Grandfather of the said *B.* or any of them, shall and will warrant, and for ever defend by these Presents.

The Form of a (a) Warranty in a Feoffment.

AND the said *A. B.* and his Heirs, all and singular the said Manors, Messuages, Lands, Tenements, Hereditaments and Premises, and every Part and Parcel thereof, with their and every of their Rights, Members and Appurtenances unto the said *C. D.* and his said Co-Feoffees above named, their Heirs and Assigns, against him the said *A. B.* his Heirs and Assigns, shall and will warrant, and for ever defend by these Presents.

Wills.

Preambles to Wills.

A Preamble to a Will of a Person in Health.

I**N the Name of God, Amen.** I *A. B.* of, &c. Esq; being in good Health of Body and of sound and disposing Mind and Memory (praised be God for the same) and being desirous to settle my worldly Affairs, whilst I have Strength and Capacity so to do, *Do* make and publish this my last Will and Testament, hereby revoking and making void all former Wills by me at any Time heretofore made; *And* first and principally I commit my Soul into the Hands of my Creator who gave it; and my Body to the Earth to be interred in the Parish Church of *B.* &c. at the Discretion of my Executors herein after named; and as to such worldly Estate wherewith it hath pleased God to intrust me, I dispose of the same as followeth. **Impments, &c.**

(a) Wherein a Warranty differs from a Covenant. See *Theory* Part 1. p. 33.

A Preamble to the Will of a Person that is sick and weak.

IN the Name of God, Amen, I A. B. the elder of ——— Gent. being sick and weak in Body, but of sound Mind, Memory and Understanding (praised be God for it) and considering the Certainty of Death and the Uncertainty of the Time thereof; and to the End I may be the better prepared to leave this World, whenever it shall please God to call me hence, *Do* therefore make and declare this my last Will and Testament in Manner following, (that is to say) *First* and principally I commend my Soul into the Hands of Almighty God my Creator, hoping for free Pardon and Remission of all my Sins, and to enjoy everlasting Happiness in his heavenly Kingdom, through the Sole Merits of *Jesus Christ* my Saviour; my Body I commit to the Earth at the Decretion of my Executors herein after named; *And as to, &c.*

N. B. Will not dated in the Preamble must be dated after the *In Witness, &c.* at the latter End.

Preamble to a Feme Covert's Will by Virtue of a Power to her reserved by a Settlement made on her Marriage with her last Husband.

I A. D. Wife of R. D. of ——— Esq; (late Widow and Relict of C. D. late of, &c. deceased, and also sole Executrix of his last Will and Testament, and Residuary Legatee and Devisee therein named, of his real and personal Estates) *Do* by this my Writing purporting my last Will and Testament, dispose of my Estate pursuant and according to the Authority to me given and reserved in and by a Deed of Settlement made on my Marriage with the said R. D. (the present Husband) bearing Date, &c. (here set forth the Date of and Parties to the Settlement) and by Virtue of the said Deed and of all other Powers and Authorities whatsoever to me given or reserved, in Manner as follows, *viz. First as to &c.*

Preamble to a Widow's Will revoking all former Wills.

IN, &c. I H. E. Widow and Relict of the Honourable T. E. Esq; deceased, *Do* revoke and make void all former Wills whatsoever by me heretofore made; *And do* make and ordain this to be my last Will and Testament in Manner following, *viz. &c.*

A Preamble to a Man's Will who was seised of Estates of Inheritance.

IN the Name, &c. I T. D. of ——— Esq; duly considering that it is appointed for all Men once to die, and being mindful of the Uncertainty of that great Change when it shall please God to call me hence, *Do* make this my last Will and Testament of and concerning the real and Personal Estates, whereof I am in any wise seised or possessed of, either in Possession, Reversion, &c. or any other Person or Persons in Trust for me, or which I have any Power to dispose of, as followeth.

Preamble of a Will of one that is going to Sea.

IN the Name of God, Amen. I A. B. of, &c. Mariner, being in good Health of Body, and of sound and disposing Mind and Memory, and now bound out on a Voyage by Sea to ——— *Do* make and declare this my last Will and Testament, in Manner following; (that is to say)

Or shorter.

IN the Name, &c. I A. B. being forthwith to depart on a Voyage to ——— *do* make this my last Will, as followeth, &c.

Another

Another Preamble reserving Power to add or alter.

IN, &c. I Sir *A. B.* Do hereby make my last Will and Testament, (*nevertheless* reserving to myself Power and Authority at all Times hereafter, to add unto or alter the same, or any Part thereof, by any Codicil or other Writing as I shall think fit); *First, &c.*

Another Preamble revoking all former Wills.

THIS is the last Will and Testament of me the Right Honourable *H. Lord C.* made the — Day of — in the Year — I revoke all former Wills by me at any Time heretofore made, &c.

Bequests in Wills.

A Bequest of one Shilling to an extravagant Son.

WHEREAS I did several Years since give to *E. H.* my wicked Son, a good Estate of Inheritance at, &c. of the yearly Value of 150 *l.* which he might have improved, but my said Son and his Wife, by their vain riotous Living and unjust Dealings, have contracted great Debts, and he has lately sold and been cheated of all the said Estate, and hath ruined himself and his Children, and hath very lately defrauded me of several very considerable Sums of Money, and he is now by his wicked Practices endeavouring to defraud me and *E. H.* his eldest Son, of an Estate at — the Purchase whereof I paid with my own proper Monies, and am resolved to give the same Estate to *E. H.* my Grandson, and therefore I give and bequeath unto my said Son *E. H.* one Shilling of lawful Money, and no more.

A Bequest to an imprudent Son on Account of Marriage.

WHEREAS my eldest Son *W. H.* hath highly offended and disobliged me (*the Testator*) his Mother, Grandmother, and all his Friends and Relations, by his late improvident Marriage, and in other Parts of his Conduct in Life, and hath rendered himself unworthy almost to be called or taken Notice of as a Son; but howsoever it is not my Design or Intention wholly to discard him, but to make some Provision for him during Life; And therefore I do hereby order, will and direct my two Sons *J.* and *H. H.* their Executors and Administrators, to pay unto my said Son *W. H.* 40 *l.* per Ann by four equal quarterly Payments, for and during the Term of his natural Life; and I do hereby charge and make chargeable and liable all such Part of my Personal Estate, as my said Sons *J.* and *H. H.* shall be intitled unto by Virtue of this my Will, with the Payment of the said Annuity to my said Son *W.* accordingly.

A Bequest to an imprudent extravagant Son.

WHEREAS I have bestowed on my Son *J. B.* a liberal Education, having at the Expence of 8 or 900 *l.* bred him up at the University of *Cambridge* to qualify him for Holy Orders, the which through the Imprudence and Follies of my said Son, hath in a great Measure exhausted that Patrimony which I intended to have left him at my decease: **N**OW I do hereby declare that the Annuity or Rent-Charge of 20 *l.* per Ann. herein after particularly devised for his Use and Benefit, shall go in full Discharge and Satisfaction of all Right, Title, Interest, Claim and Demand whatsoever which he may or can any way pretend to have or claim, of, in or to all or any Part of my Real or Personal Estate; (*then Testator devises his Real and Personal Estates to his two Daughters*) Upon Trust that the said *M.* and *F.* (*the Daughters*) and the Survivor of them, and her Heirs and Assigns, do and shall, from Time to Time, by and out of the clear yearly Rents and Profits of the same Premises, well and truly pay, or cause to be paid into the proper Hands of my said Son *J.* but not into the Hands of any other Person or Persons whatsoever, one Annuity or Yearly Sum of 20 *l.* of, &c. clear of all Taxes and Deductions whatsoever, for and during the Term hereafter mentioned, by four equal quarterly Payments in the Year; (that is to say) The Feast, &c. by even and equal Portions; the first of the said Payments to be made on such of the said Feasts as shall next happen after the Decease of my Wife; And it is my expresse Will and Meaning, that the said Annuity shall continue to be paid and payable to my said Son in Manner aforesaid, during so many Years of his Life, as he my said Son shall not alien, sell or assign the same, nor attempt to alien, sell or assign the same

To pay the Son's Annuity of 20 *l.*

If he attempts
to sell,
the Annuity
to cease and
sink into the
Inheritance.
To the Son's
Issue (if any)
for ever.

same to any Person or Persons whatsoever; but if, &c. then and in such Case the said Annuity, and the Trust hereby created and declared of and concerning the same, shall cease, determine, and be utterly void, and the same shall sink into my Real Estate for the Benefit of the Person or Persons who shall be intitled to the same by Virtue of this my Will; **And upon** this further Trust, &c. (*Power of Distress for Non-payment of the Annuity; vide Marriage Settlements*); **And in Case** my said Son shall die, leaving Issue of his Body lawfully begotten, *Then upon Trust*, that out of the Rents and Profits of the said Premises, the said Annuity or yearly Sum of 20 l. clear of all Taxes, shall go and be equally divided and paid to and amongst such Issue as shall be living at his Decease, and to their Heirs for ever (*with like Power of Distress, &c.*)

A Bequest of 500 l. to a Nephew for his Maintenance and Education, &c. with Remainder to three Nieces.

I **G** **E** **V** **I** give to — (my Executor herein after named) his Executors, Administrators and Assigns, the Sum of 500 l. upon the several Trusts, Intents and Purposes herein after mentioned touching the same, *viz.* **Upon** this special Trust, that he my said Executor, his Executors, Administrators or Assigns, shall from my Death pay and apply all the Interest and Produce to arise or be made of the said 500 l. for and towards the better Education and Maintenance of my Nephew L. J. until such Time as he shall be fit or qualified, either to go to the University, or as a Clerk to some eminent good Attorney; and if not so qualified, then to be bound out Apprentice to some good Trade: **And my Will is**, that if my said Nephew L. shall go to the University, then the said 500 l. shall be paid to him at his Age of twenty-one, and that the Interest and Produce thereof in the mean Time shall go and be paid to him for and towards his Maintenance there; and in case my said Nephew shall be placed out either as a Clerk or an Apprentice, then my Will is, that my said Executor shall out of the said 500 l. pay and apply so much thereof, as in either of those Cases shall be sufficient for that Purpose together with Apparel suitable for the same; and that from and after Payment thereof, *my further Will is*, that the Interest of the Residue of the said 500 l. shall from thenceforth go and be paid to my said Nephew towards his Cloathing and Expences, until his Age of 21 Years, and that on such Age, the Residue of the said 500 l. shall be to him my said Nephew paid; and in case my said Nephew L. J. shall happen to die before the said Sum of 500 l. or the Residue thereof upon the Contingency aforesaid, shall become payable to him in Manner as abovesaid, without leaving any Issue of his Body lawfully begotten; then and in such Case, **Upon** this further Trust, and my Will is, and I hereby direct and appoint, that the said Sum of 500 l. or such Residue thereof as shall remain unpaid upon the Contingency aforesaid, shall go and be paid by my said Executor unto my three Nieces M. M. and H. J. (the three Daughters of my late Brother L. J. by his late Wife H. deceased, and Sisters of my said Nephew) to be paid to and equally divided between them Share and Share alike, and to their respective Executors and Administrators: **Provided always**, and my express Will is, that in case I the said A. J. (*the Testator*) in my Life-time shall place or put out my said Nephew L. J. either at the University, or as a Clerk or Apprentice; then and in such Case, I hereby direct and appoint, that only the Sum of 300 l. (part of the said Sum of 500 l.) shall go and be upon the Trusts aforesaid, and that then the Sum of 200 l. (Residue of the said Sum of 500 l.) shall sink into the Residue of my personal Estate, for the Benefit of such Person or Persons, who by Virtue of this my Will shall be intitled to the same; any thing herein contained to the contrary thereof notwithstanding.

A Bequest of Furniture as an (a) Heir-Loom.

Exception.

I **G** **E** **V** **E** **I** give and bequeath unto the said M. A. and W. A. their Executors, Administrators and Assigns, *All* the Furniture, Goods, Household Stuff, Utensils, Brewing Vessels and Implements whatsoever, in or belonging to my Capital Mansion-House wherein I now dwell (other than and except my Silver Plate, which I will shall be deemed, taken and accounted as Part of my Personal Estate, and all my China Ware which I give to my dear Wife); **And** I give them (*my Executors, &c.*) also all the Orange Trees and Lemon Trees, and all other Greens and Plants in, about or belonging to my said Capital Mansion-House of W. or the Gardens to the same belonging; **Upon Trust** Nevertheless to permit and suffer the same to continue

(a) Heir Looms descend to the Heir by Custom along with the Freehold; and some say they are not devisable (Custom being preferable to a Devise.)

tinue and remain as *Heir-Looms* in and about the said House, for the Use of every such Person and Persons, who for the Time being shall respectively be seised or possessed of the Freehold of the same Capital Mansion-House and Premises, by Force and Virtue of any Devise or Limitation thereof in this my last Will and Testament contained, or otherwise howsoever; And I will that an Inventory shall be taken thereof as soon as conveniently can be after my Death, to the End the same may be the better preserved for the Purpose aforesaid, according to the true Intent and Meaning of this my Will; but my Will and Meaning is, that none of my Utensils of Husbandry shall be deemed or preserved as *Heir-Looms*.

An Inventory to be taken.

Husbandry Utensils not to be Heir-Looms.

A Bequest of the Residue of a Personal Estate to Trustees and the Wife, to put out at Interest.

—Then as to all the rest and Residue of my Personal Estate whatsoever and wheresoever, or of what Nature or Kind soever, whereof or wherein I shall be any ways possessed of, or interested in at the Time of my Death, I give, devise and bequeath unto my Trustees, the said — my Wife G. L. and — their Executors, Administrators and Assigns: **Nevertheless upon Trust**, that they my said Trustees shall and do, as soon as conveniently can or may be after my Death, put and place out the same in some publick Stock, Bank or Fund, or in the Purchase of *South-Sea* Stock or Annuities, or otherwise upon good and sufficient Security, with full Power for my said Trustees at any Time to call in, remove or new place out the same, in such Manner as they shall think fit, so as the best annual Interest be made thereof, as conveniently may be without lessening the Principal; And my Will is, and I hereby give and bequeath all the Interest and Produce of the said Monies, so to be put and placed out as aforesaid, unto my said Wife, during her natural Life, to and for her Use, Benefit and Disposal; And my further Will is, and I do hereby direct, that in case my said Wife, after my Death, shall happen to intermarry with any other Husband, then and in such Case my Will is, that they my other Trustees, the said G. L. and — their Executors and Administrators, during such future Coverture of my said Wife, shall stand possessed of, interested in, and intitled to the Interest and Produce of the said Principal Monies, so to be placed out and paid to my said Wife, in Manner as aforesaid; **In Trust nevertheless** to pay the same, when received, into the proper Hands of the said — my Wife, and not to such Husband as she shall afterwards happen to marry, and that the same shall go and be paid to and for the sole, separate and peculiar Use of her the said — my Wife, and that the same, for my Part thereof, shall not be paid to any future Husband; nor shall the same, or any Part thereof, be subject, charged or liable to the Control, Debts or Incumbrance of any such future Husband, and that the Receipts of her my said Wife for such Interest and Produce (notwithstanding any such future Coverture) shall be good and sufficient Discharges to my said other Trustees who shall pay the same; And from and immediately after the Decease of my said Wife, then as to all the Principal Monies, together with all the Interest, Profits and Produce thereof, my Will is, and I hereby give, &c.

A Bequest of a third Part of a joint Stock in Copartnership by Will to the Executors, (Recital of the Deed of Copartnership, with the Covenants therein.)

NOW I the said E. P. (the Testator) by Virtue of the Liberty and Power to me given and reserved in and by the said Indenture of Copartnership, and which to me of Right belong, Do hereby give, devise and bequeath unto A. B. and C. (my Executors herein after named and appointed) as well All that my third Part or Share of and in the said joint Stock and Trade, as also of and in all the yearly Profits, Increase and Produce whatsoever, to arise, or be had or made thereof, during the Continuance of and at the End and Determination of the said Copartnership, together with full Power for them my said Executors, and the Survivors and Survivor of them, his Executors, Administrators or Assigns, from the Time of my Death, in my Place and Stead to follow and carry on the said joint Trade and Copartnership with the said R. P. (the other Partner) his Executors, Administrators or Assigns, during the then Residue of the said Term of 21 Years, in such Manner as in and by the said Indenture of Copartnership is mentioned and expressed touching and concerning the same; And also all my Estate, Right, Title, Interest, Property, Claim and Demand whatsoever, of, in and to all or any the said joint Stock, and the Profits and Increase thereof, together with the said Indenture of Copartnership, and all Benefit and Advantage whatsoever to be had or made thereof, or thereby; **To have, hold**, receive, take and enjoy my said third Part of and in the said joint Stock, and of and in the Increase and Produce thereof, and all and singular other the herein before mentioned and intended to be hereby bequeathed Premises, unto and to the Use of them my said Executors, and the Survivors and Survivor of them, and the Executors, Admi-

Power for the Executors to follow the joint Trade.

Trust.

nistrators and Assigns of such Survivor, from the Time of my Decease, as and for his and their own proper Stock, Monies, Goods and Chattels, for evermore, *Together* with such Power as aforeaid for them my said Executors in my Place and Stead to follow and carry on the said joint Trade during the then Residue of the said Term of 21 Years, and that in as full, large, ample and beneficial Manner, to all Intents and Purposes whatsoever, as I the said *E. P.* (if living) could or might have carried on the said joint Trade, or had received or enjoyed my Part of the said Stock, and the Produce thereof as aforeaid, (*Subject* nevertheless to the several Clauses, Covenants, Provisoes, Conditions and Agreements in the said Indenture of Copartnership contained, to be kept, done and performed, in such Manner and according to the respective Parts, Shares and Proportions, which the Parties thereto have in the said joint Stock and Trade during the Continuance of, and at the End or Determination thereof; **And** so subject to, for and upon the several Trusts, Intents and Purposes herein after mentioned, expressed and declared of and concerning the same, (that is to say) **Upon** this special Trust that they my said Executors, and the Survivors and Survivor of them, his Executors, Administrators, or Assigns, do and shall from the Time of my Death pay unto *M. P.* the Weekly Sum of — until such Time as her Son (my Grandson) *E. P.* shall attain to his Age of 21 Years, (if the said Copartnership shall so long continue, and he so long live) for and towards their Support and Maintenance. **In Witness, &c.**

Clauses in Wills.

Clause in a Will, whereby the Testator orders his Executors not to interrupt his Wife in the Enjoyment of her separate Estate given her by Relations.

ALSO my Will is, and I do hereby order and direct, that my Executors herein after named, or either of them, shall not interrupt my Wife in the quiet and peaceable Enjoyment of her separate Estate, given and devised to her by her Mother, and other her Relations, or any Improvements she or her Trustees have made thereon; the same separate Estate and Improvement now amounting to 10,000*l.* and upwards, my Will is, that she shall hold and enjoy the same, and every Part and Parcel thereof, to her own sole and separate Use and Behoof for ever; nor shall the same, or any Part thereof, be accounted, deemed or taken as Part or Parcel of my Personal Estate, or any Part thereof, nor shall my Executors claim or challenge to have any Right, Title or Interest, of, in and to the same separate Estate, or any Part or Parcel thereof.

Clause in a Will, reciting the Marriage Settlement and the Testator's Ratification thereof, and desires his Wife's Acceptance thereof for her Jointure.

AND whereas in or about the Year — I did settle, or intended to settle upon my said now dear Wife for her Life, for her Jointure, *All* my Messuage called — in the County of *E.* and several Messuages or Tenements situate and being in or near — in the County of *M.* Now I do hereby ratify and confirm the same Marriage Settlement; and my Will and Desire is, and I do hereby earnestly request my said Wife to accept the said Messuages, Lands and Tenements, and also of the Legacies and Bequests in this my Will devised unto her, in full recompence and Satisfaction of all Dowers or thirds, or any Customary Part she may claim or demand in, to or out of all or any of my Real or Personal Estate, as my Widow, by the Common Law of this Kingdom, or by the Custom of the City of *London*, or otherwise howsoever.

Clause in a Will as to Guardianship of Children.

AND in Case I shall have any Child or Children, my Will is, and I do hereby appoint that my said dear Wife shall have the Guardianship and Tuition of them so long as she shall continue to be Sole; and in Case of her Death or Marriage during the Minority of such my Children, **Then** I will and appoint that my much esteemed and loving Friend *W. E. Esq;* shall have the Tuition and Guardianship of them during such their Minority; **And** after him I will that the said *M. A.* and after him I will that the said *W. A.* severally and successively shall have the Tuition and Guardianship of my Children during their Minority; and in such Case I earnestly intreat their utmost Care respectively in and about the Morals and Education of my Children, if any such shall happen to be, or left at my Death.

Clause

Clause in a Will for determining Disputes between Wife and Children.

AND my further Will is, and I do hereby direct, that if any Dispute, Difference or Controversy shall at any Time after my Decease happen to arise between my said Wife and Children touching the said Dividends, Interest and Produce of the said Legacies and Monies so payable to my said Wife in Manner as aforesaid, (or otherwise, as the Case may happen to be) that then such Dispute, Difference or Controversy (if not adjusted and settled within — Days after the same so happening) shall be finally ended and determined by my said Trustees, or the Survivor of them, without any Suit at Law or in Equity, or any farther Trouble on Account thereof or relating thereto.

Another Clause concerning Disputes about any Gift or Bequest in a Will.

AND lastly, my express Will and Meaning is, and I do hereby order and appoint that if any Difference, Dispute, Question or Controversy shall be moved, arise or happen concerning any Gift, Bequest, or other Matter or Thing in this my Will given and bequeathed, express or contained, that then no Suit or Suits in Law or Equity, or otherwise, shall be brought, commenced or prosecuted, for and concerning the same, but the same shall be referred wholly to the Award, Order and Determination of my loving Friends Mr. F. H. and Mr. R. D. both of, &c. and what they shall order, direct or determine therein, shall be binding and conclusive to all and every Person and Persons therein concerned.

Clause in a Will, whereby Testator forgives all Debts due to him from his Relations therein named.

AND whereas there are considerable Sums of Money due and owing to me upon Bonds, Bills and otherwise, from my Relations herein before named, **It is my Will** and true Meaning, and I do hereby direct that the same Bonds, Bills, &c. immediately after my Death shall be cancelled and destroyed by my said Executors; **And I do** hereby discharge my aforesaid Relations, and every of them, their and every of their Heirs, Executors and Administrators, from the Payment of every Debt and Debts due and owing to me, or my Estate, upon any Account whatsoever without any Abatement or Deduction from or out of any of their Legacies before by me given or devised to them respectively in and by this my last Will and Testament. **In Witness, &c.**

A Clause whereby Testator remits a Debt of 1000 l. due from his Brother, in case he does not molest the Execution of his Will.

AND whereas my Brother W. D. stands justly and duly indebted to me in several Sums of Money, which I have, for several Years now last past, paid, lent and advanced to and for him and his Use, amounting in the whole to the Sum of 1000 l. and upwards; **My Will** therefore is, that in case he shall give no Trouble or Molestation to my Executors hereafter named, in the Execution and Performance of this my last Will and Testament, **I Do** hereby remit and release unto him the said Debt of 1000 l. and that he shall not be answerable or accountable to my Executors for the same; **But** in case he shall give any Trouble, Molestation or Disturbance to them, or either of them, for or on Account of any Thing in this my Will contained, **Then** I give the said 1000 l. to my Executors, upon the Trusts, Intents and Purposes in this my last Will mentioned, and in Aid of the full Execution and Performance of the same.

Codicils in Wills.

A Codicil annexed to a Will, whereby a Testatrix disavows and declares void a Deed of Gift pretended to be before made by her, and confirms the Will.

WHEREAS I A. G. of, &c. have made, published and declared my last Will and Testament in Writing, dated, &c. now I the said A. G. do, by this present Codicil to my said last Will and Testament annexed, confirm and ratify my said last Will and Testament, and every Clause, Bequest and Devise therein contained: **And Whereas** since the making of my

my said Will, it is and hath been reported that I have formerly made (and now in being) a Deed of Gift to some Person or Persons, of all or some Part of my Estate: **Now** I the said *A. G.* do hereby declare, that I never made or intended or caused to be made any Writing or Deed of Gift, or any other Deed whatsoever, to any Person or Persons whomsoever, whereby or by Means whereof my Grandaughter *A. W.* should be frustrated or disannulled of and from enjoying of all or any Part of my Estate whatsoever; and I do hereby declare, that such Report is scandalous, and only a pretended Right and Title; and that if ever any such Writing or Deed whatsoever, for the Barring and Cutting off my said Grandaughter *A. W.* from the Enjoying and Possession of all or any Part of my Estate whatsoever, should after my Decease be produced, I do hereby declare, that such Deed or Writing purporting any such Matter or Thing, to be clandestinely obtained from me, and without my Knowledge signed, sealed and delivered, and without any Consideration for the same; and I the said *A. G.* do hereby, for the Avoiding of my said Grandaughter *A. W.* being disturbed and molested in the peaceable and quiet Possession and Enjoyment of all and singular my Estate whatsoever, given, bequeathed and devised unto her in the said Will, renounce, revoke, annul and made void all other Writings, Wills and Deeds of what Nature or Kind soever, and declare the same to be frustrated and made void, and that my last Will and Testament, to which this Codicil is annexed, is my only true last Will and Testament; and my Will and Meaning is, that this Codicil shall be adjudged and taken to be Part and Parcel of my last Will and Testament, and a full Declaration of the same. **In Witness** whereof I have, &c.

A Codicil indorsed upon the Back of a Will.

I The within named *J. P.* of — Do make this present Codicil, which I order and direct shall be taken as and for Part of my within written last Will and Testament, and which Will as to all and every the Uses, Limitations, Trusts, Gifts Conditions, Legacies, Bequests, Directions and Appointments therein mentioned, devised given and contained, of and concerning my Real and Personal Estates therein mentioned, I do by this my Codicil establish, ratify and confirm, (save and except such Devises, Uses, Dispositions and Bequests therein mentioned, as are by me herein after revoked and made void). **Whereas** since the Making of my said Will, my eldest Son *J. H.* is dead, having left Issue a third Son named *R. H.* now living and the within named *W. R.* is also dead; **Now I hereby** give and devise **All** those my within mentioned — unto my said Grandson, *R. H.* &c.

Devises in Wills.

Devise in a Will, with Provisoes upon which some Doubts arose, with Queries, and Counsels Opinion.

- A.** By his last Will devised his Lands in these Words, viz. I Do give and devise all my Manors, Lands, &c. unto my Cousin *B.* and the Heirs of his Body lawfully begotten: **Provided** always, that if the said *B.* shall die without Heirs of his Body before his Brother *C.* *then* I give the said Manors, &c. unto the said *C.* and to the Heirs of his Body lawfully begotten: **Provided** always, that if the said *B.* and *C.* shall die without Heirs of their Bodies before their Brother *D.* *Then* I give the said Manors, &c. unto the said *D.* and the Heirs of his Body: **Provided** always, that if *B. C.* and *D.* shall die without Heirs of their Bodies before their Brother *E.* *Then* I give the said Manors, &c. unto the said *E.* and the Heirs of his Body lawfully begotten; *And* for Want of Heirs of the Body of the said *E.* I give the said Manors, &c. unto *G. S.* her Heirs and Assigns for ever: **Provided** always, and my Will is, that it shall and may be lawful to and for the said *B.* and *D.* and *E.* (and such of them to whom my Manors, &c. shall come and be enjoyed, according to this my Will) to make and settle a Jointure upon such Person as he or they shall intermarry with, answerable double the Portion or Fortune such Person or Wife shall *bona fide* bring in Marriage to him, and not more; *Subject*, after the Death of such Wife or Wives on whom such Jointure shall be settled to the Limitations aforesaid: any Thing, &c.

- Q First.** *B.* is about to marry with a Person who will actually be worth 10,000 *l.* What yearly Value in Lands can he settle for a Jointure, and if he may not make a Jointure by a Rent-Charge out of those Lands by Virtue of the Power?
- Q Second.** If *B.* may not by a Common Recovery bar all the Remainders limited by the Will, and so make what settlement he pleases?
- 1st Solution.** I think that in Regard a Jointure by way of Rent-Charges will incumber more Lands than a Jointure in Lands, it cannot be construed that the Testator's Meaning was that *B.* should have Liberty to grant a Rent-Charge for a Jointure;

tre; and it seems to me, that if the Portion be 10,000 *l.* *B.* may settle 1000 *l.* *per Ann.* for a Jointure on his Wife, for that is double so much in Value as the Portion

I am of Opinion, that by this devise to *B.* he is Tenant in Tale of these Lands, and the Remainders over are in Contingency, and that *B.* may suffer a Common Recovery, and thereby bar the Remainders, and settle the Lands as he pleases. 2d Solution.

A Devise in Trust to raise Childrens Portions, and to place out and recall the Monies in, by the Consent of the Mother, specifying when payable, and in case of Death how applicable.

ITEM, I give and bequeath unto my good Friends *A.* and *B.* their Executors, &c. the Sum of 10,000 *l.* of, &c. to be paid by my Executrix herein after named, within — Months next after my Decease; **And** I do by this my Will charge and make subject all my Estates whatsoever and wheresoever, and of what Nature or Kind soever, to and with the Payment of the Sum of 10,000 *l.* unto them my Trustees the said *A.* and *B.* their Executors, &c. at the Time aforesaid; *Nevertheless* upon the several Trusts, Intents and Purposes, and subject to the Proviso herein after mentioned, expressed and declared of and concerning the same, *viz.* **Upon this special Trust,** that they my said Trustees, and the Survivor of them his Executors, Administrators and Assigns, from and immediately after the Receipt of the said Sum of 10,000 *l.* shall and do, as soon as conveniently may be (by and with the Consent of the said — my Wife, during her Life, but not otherwise, such Consent to be testified by Writing under her Hand) and after her Death, as they my said Trustees, shall in their Decretion think fit, put and place out the said Sum of 10,000 *l.* and every Part thereof at Interest, either in some publick Bank, Stock or Fund, or else upon one or more good and sufficient Securities, either Real or Personal; together with full Power for them my said Trustees, at any Time afterwards, to call in, remove, change, and new place and put out the same at Interest, upon such other Security or Securities, as they my said Trustees, or the Survivor of them, his Executors, Administrators or Assigns, by and with such Consent and Approbation of my said Wife (if living) shall think fit; **And upon further Trust,** and my Will is, that the said Sum of 10,000 *l.* and all the Interest and Produce thereof, shall by them my said Trustees, or the Survivor of them, or the Executors, &c. be paid and applied *To* and for the Use and Benefit of my Daughter *S.* now living, and of all and every other my Child or Children lawfully begotten, as shall be living at the Time of, or born in due Time after my Death; the same to be equally divided between my said Daughter *S.* and all and every my said Child or Children, Share and Share alike (if more than one) and to be paid to them respectively at the several and respective Ages of 21 Years, or Day or Days of Marriage which shall first happen, for and towards their respective Portions; and in case it shall happen my said Daughter *S.* or any of my said other Child or Children which I shall leave at my death, shall happen to die before his, her or their Age or Ages, Marriage or Marriages as aforesaid; *Then* my Will is, that the Part or Share of such Child or Children so dying of and in the said Sum of 10,000 *l.* shall go and be paid to the Survivors or Survivor of them at the Time aforesaid, as an Addition to his, her or their Portion or Portions; the same to be likewise equally divided amongst them (if more than one) Share and Share alike; and if but one, then the same to be paid to such only Child at the Time aforesaid; *And* in case my said Daughter *S.* and all and every other Child and Children as I shall leave at the Time of my Death, shall happen to die before such Age or Marriage as aforesaid; then and in such Case, **Upon this further Trust,** and my Will is, that the said Sum of 10,000 *l.* and all the Securities taken for the same, shall by them my said Trustees, or the Survivor of them, his Executors, &c. be assigned to, and go and be paid unto, and to and for the sole Use and Benefit of the said — my Wife, if then living, (but if dead) to her Executors, Administrators or Assigns; **And** my further Will is, and I do hereby order and direct, &c. (the Interest to go for Maintenance, &c.)

The Bequest, Charge.

Consent of the Wife.

Trust as to Payment.

Children to take by Survivorship.

Remainder to the Wife, if living.

A Devise by a Will and a Counsel's Opinion thereon.

ITEM, I give and bequeath unto my loving Wife *A. C.* all and every my Messuages, Lands, Tenements and Hereditaments, situate, lying and being in, &c. with their and every of their Appurtenances, *To have and to hold* unto the said *A.* my said Wife, and her Assigns, for and during the Term of her natural Life, and from and after her Decease, then I give and

I am of Opinion, that *C.* one of the five Children concerned in this Devise, had a Fee simple in his Share by this Devise, and no Estate Tail, and by attaining his Age of 21 Years, his Estate now is an absolute Estate, and not subject to the Devise over to the other Children, tho' he should die in his Mother's Life time and without Issue.

V O L. III.

10 A

bequeath

bequeath all and every the same Lands, as followeth, *viz.* Unto my Children *J. C. W. &c.* and their Heirs and Assigns for ever: **Provided** always nevertheless, that if it shall happen that any one of my said Children shall happen to die before my said Wife, or he or she shall attain the Age of 21 Years, and without Issue of his or her Body living at his or her Decease; then I give the Share and Part of the same Lands, &c. of such of them as shall so first die as aforesaid, unto the eldest of the said Sons that shall survive such Child so dying as aforesaid, and to his Heirs and Assigns for ever; *And* that if it shall happen that more than one of my said five Children shall happen to die before my said Wife, and before they shall attain their respective Ages of 21 Years, and without any Issue of his, her or their Body or Bodies living at the Time of such his, her, or their Decease or Deceases, **Then** I give and bequeath the respective Shares or Parts of and in the same Lands &c. of such Child or Children respectively so dying, unto the Rest and other of my said five Children that shall survive such as shall so die respectively, and to his, her, or their Heirs for ever, to be equally divided between them. (*We suppose that the second Son C. died when of Age.*)

A Devise to an Executor of the Residuum of Real and Personal Estates, in Consideration of Friendship, and the Executor's Care and Services.

I **T** **E** **M**, in Consideration of the Love and Friendship which I have and bear for and towards him the said *J. P. (the Executor)* and also in Consideration of the many faithful Services he hath for many Years last past done and performed for me in and about my Affairs, and likewise in further Consideration, and as an Incouragement and Recompence for the great Care and Pains he may be at, and put unto, in the faithful Discharge and Execution of this my last Will and Testament, *I give* and devise unto him the said *J. P.* and his Heirs, *All* the Rest, Residue and Remainder of my Real and Personal Estate whatsoever, Goods and Chattels, Lands, Tenements and Hereditaments both in Possession and Reversion, that I shall be possessed of, or any way intitled unto at the Time of my Decease (after all my Debts and Legacies are first paid and satisfied thereout as aforesaid); *To hold* and enjoy the same to his own proper Use and Behoof, and to his Heirs and Assigns for ever.

A Devise to a Wife of 100l. per Ann. more than agreed by Settlement in case she continues single; but if she marries again, to have no more than her Jointure in the Settlement mentioned.

W **H** **E** **R** **E** **A** **S** by Articles of Agreement made upon my Marriage with *E.* my Wife, and dated, &c. I have covenanted and agreed to give or leave to her 300l. a Year for her Life, for her Jointure, and in Bar or Lieu of Dower, as by the said Articles, Relation being thereunto had, may more fully appear: **Now** I do hereby give and devise to my Wife *E.* one Annuity or yearly Sum of 400l. free from all Taxes and Deductions whatsoever, and to be paid to her quarterly by four equal quarterly Payments, on the Feast-Days of, &c. the first Payment thereof to begin and be made on such of the said Feast-Days as shall first happen next after my Decease; and I also give and devise to her the Messuage or Tenement in *P.* aforesaid, wherein I now dwell, with the Appurtenances, and also all my Plate, Linen, Watches, Rings, Jewels, Household-Stuff and Furniture whatsoever; to have, hold, receive and enjoy the said Annuity or yearly Sum of 400l. and the said Messuage or Tenement, and the said Linen, Household-Stuff and Furniture unto my said Wife, for and during so long Time as she shall continue my Widow, and not marry again; but if she shall marry again, then my Mind and Will is, that from the Time of such her second Marriage, she shall only have, receive and enjoy 300l. a Year of the said Annuity of 400l. payable as aforesaid; and that from the Time of such her second Marriage, or her Death, which shall first happen, the said Messuage or Tenement, and also the said Linen, Household-Stuff and Furniture, shall remain and be to my Son *W. R.* his Heirs, Executors, Administrators and Assigns, for ever: **Item**, I give to my said Wife *E.* the Sum of 20 Guineas for Mourning, to be paid to her within 10 Days next after my Decease, and my Will and Mind is, that my said Wife do and shall, within three Calendar Months next after my Decease, deliver to my two Executors herein after named, a true and particular Inventory and Account in Writing signed by her, of all my said Linen, Household-Stuff and Furniture, and which she is to take care of and preserve, (the reasonable Use and Wear thereof excepted); **And** my Mind and Will is, and I do hereby declare, that what I have hereby given to my said Wife, is by me intended, and is and shall be accepted and taken by her in full Satisfaction of all and whatsoever she may

In full of
Dower.

or

or can claim or be intitled to by Virtue of or under the said Marriage Articles, or out of my Real or Personal Estate, or any Part thereof, by any Means or on any Account whatsoever; **And** I do hereby charge the said Annuity of 400 *l.* and of 300 *l.* as the Case shall happen to be, upon all my Real and Personal Estate whatsoever, and do hereby subject the same to the Payment thereof; **Item**, I give and bequeath to my Daughter *M. R.* the Sum of 6000 *l.* to be paid to her at her Age of 21 Years or Day of Marriage, which shall first happen, and the Interest thereof in the mean Time to be applied for her Maintenance and Education; **And** I do hereby constitute and appoint my said Wife, and the said *J. J.* and *G. B.* Guardians of my said three Children, during their respective Minorities; and I do hereby nominate, constitute and appoint my said Wife *E.* and the said *J. J.* and *G. B.* the Executors of this my Will, during the Minorities of all my said Children; and I do hereby nominate, constitute and appoint my said Son *W. R.* the sole Executor of this my Will, from and after the Time that he shall attain his full Age of 21 Years; and I do hereby revoke and make void all former and other Wills and Testaments by me at any Time or Times heretofore made, and do declare this only to be my last Will and Testament. **In Witness, &c.**

A Devise in a Will to charitable Uses, viz. in binding Apprentices, preferring Maid Servants in Marriage, relieving such Poor as have no Relief from the Parish, and in erecting a Monument to perpetuate the Memory of the Charity.

Whereas *M. F.* by her last Will and Testament, did direct and appoint that 2000 *l.* Part of the Monies arising by the Sale of her Real and Personal Estates, should be paid to the Curchwardens and Overseers of the Poor for the Time being of the said Parish of *B.* by them to be laid out in purchasing the Fee-simple and Inheritance of some Freehold Lands, Tenements and Hereditaments, the clear Rents and Profits whereof the said *M. F.* by her said Will, did give, devise and appoint to be paid and employed to the Uses herein after mentioned; (that is to say) *In the first Place*, in putting or binding our poor Children of the said Parish of *B.* to some manual Trade, and towards Setting them up in their respective Trades or Occupations; *In the next Place*, in preferring in Marriage such Maid Servants born in the same Parish, as shall respectively live and behave themselves for seven Years in any one Service, and whose Friends shall not be able to do it; and *lastly*, after the said Charities are provided for and done, that the Surplus and Remainder thereof (if any should be) should from Time to Time be paid and disposed of to and amongst such Poor of the said Parish of *B.* as shall not be under the Common Relief or Alms of the said Parish, who by Sicknes, or any other Indisposition or Accident, or by Age, or by a numerous Family of Children, or any otherwise, should without such Relief be likely or in Danger of coming in under the Common Relief or Alms of the said Parish; and that when such Purchase shall be agreed for and made, that upon Payment of the Money accordingly, the Lands or Hereditaments so to be purchased shall, as Counsel learned in the Law shall advise, (by Deed or Deeds to be inrolled in the High Court of Chancery) from Time to Time be conveyed to and settled upon some Gentlemen, and their Heirs and Assigns,) who shall inhabit as near as conveniently may be to the said Parish of *B.* but who shall not then inhabit in, nor shall then have any Real Estate in the said Parish; such Gentlemen to be nominated and chosen by the Minister, Curchwardens and Overseers of the Poor, and other substantial Inhabitants of the said Parish for the Time being, or the major Part of them; which Gentlemen so to be chosen, and the Survivors and Survivor of them, and the Heirs or Assigns of such Survivor, to be, and be chosen as aforesaid, shall for ever then after be Trustee and Trustees of the said Parish, to see and take Care that the Trusts herein before mentioned, for the above appointed Poor of the said Parish, be duly and faithfully managed and performed; (*Trustees not responsible, and to be paid their Charges*); *And that in the next Place*, and before any Part thereof shall be paid and applied to or for the Use or Benefit of the above appointed Poor of the said Parish, shall thereout be paid and defrayed the Charges of, in, or about the Buying, Erecting and Fixing in some convenient and visible Place in the said Parish, one large white Marble Stone or Table, and that thereon shall be fairly cut or ingraven, and legibly and visibly set forth the Substance or Effect of the Uses or Trusts aforesaid; and the same shall be so set up and done, and that such Stone and Inscriptions thereon shall be for ever kept up, continued and repaired and erected by and out of the Rents and Profits of the Premises so to be purchased and settled as aforesaid, to the Intent that the aforesaid Charities be generally known and remembered, and that the same may never be perverted or smothered, and that thereout also shall be paid and born the Charges of the said Trustees respectively in or about the Execution of the said Trusts, pursuant to my said Will.

Binding poor Children Apprentices.
Preferring Maid Servants in Marriage.
To such Poor as have no Relief from the Parish.

A White Marble Stone to be erected, and the Effect of the Charity to be ingraven upon it to perpetuate the Memory of it.

Another Devise in a Will to charitable Uses.

AND I do hereby direct that my Executors shall, with all convenient Speed after my Decease, take out of my Personal Estate so much Money as will purchase Lands or Rents of Inheritance in Fee-simple, of the clear yearly Value of 30*l.* (over and besides all Taxes and Reprises whatsoever) which Purchase shall be made in the Names of my said Trustees, or the Survivor of them, and by them in due and legal Form conveyed from Time to Time to other Trustees, and their Heirs, so as at all Times hereafter to support and preserve a perpetual Succession in the Lands and Rents so to be purchased, for the Intents and Purposes herein after mentioned; (that is to say) *To the Intent* and Purpose that they my said Trustees, or the Survivor of them, and the Heirs and Assigns of such Survivor, do and shall upon the Anniversary Day of my Death, yearly and every Year for ever, out of the Rents and Profits of the Lands, or Rents so to be purchased, well and truly pay, or cause to be paid unto five such poor Boys of the Parish of *W.* as they my said Trustees shall nominate and elect out of the poor Boys of the same Parish yearly, who shall not severally exceed the Age of 16 Years, the Sum of 40*s.* each, upon Condition that such five Boys shall, with their Hands laid upon my Grave Stone so to be inscribed as aforesaid, respectively repeat by Heart or without Book, in a plain and audible Voice, *the Lord's Prayer, the Apostles Creed and the ten Commandments*, in the English Tongue, and shall also read the 15th Chapter of the first Epistle of St. Paul to the *Corinthians*, and write in a legible Hand two Verses of the said Chapter; *And to this further Intent* and Purpose, that they my said Trustees, or the Survivor of them, and the Heirs and Assigns of such Survivor, do and shall issue and pay all and every Part of the Surplus or Remainder of the said yearly Sum of 30*l.* for the binding out such poor Boys as aforesaid to Handicraft Trades or in Husbandry, not giving any greater Sum for the Binding out of any one of the said Boys than 10*l.* at most: **Provided always**, and my Intent nevertheless is, that none of the said Boys shall at any Time be intitled to have or receive, out of this my Charity, more than one single Benefaction; (that is to say) That none of them shall receive more than one Sum of 40*s.* for attending at my Grave-Stone, nor more than one 10*l.* for binding him out an Apprentice; *And I do hereby further declare* my Mind to be, that the said yearly Sum of 30*l.* shall be answered and paid, for the Intents and Purposes aforesaid, out of my Personal Estate, until such Purchase shall be actually made, as herein before is directed and appointed to be made; and in a case a sufficient Number of poor Boys cannot be found in the Parish of *W.* aforesaid, who shall be qualified to take the Benefit of this my Charity as aforesaid; then and in such Case my said Trustees are hereby impowered to choose or admit other Boys, not exceeding the Number aforesaid, nor of more adult Years than is before mentioned, out of the several Parishes of *W. A. &c.* or any of them, in the aforesaid County of *S.* *And as for and concerning* all such Real Estate whereof I am seised, or have any Power to give or dispose, *I give and devise* the same, and every Part and Parcel thereof, unto my Daughter *F. G.* for and during the Term of her natural Life, without Impediment of Waste; and after the Determination of that Estate, *Then* to my said Trustees, and their Heirs, during the Life of my said Daughter, upon Trust to support and preserve the Contingent Estates herein after directed from being defeated, and for that Purpose to make entries as there shall be Occasion; and from and immediately after the Decease of my said Daughter, *Then I give* all and every the said Real Estate **TO** the first, and to all and every other the Son and Sons of the Body of my said Daughter to be begotten, in Tail Male, one after another, as they shall severally be in Priority of Birth; the Elder of such Sons, and the Heirs Male of his Body, to be preferred and to take before the younger of such Sons, and the Heirs Male of his or their Body or Bodies; and for want of such Issue, *Then* to all and every the Daughter and Daughters of the Body of my said Daughter to be begotten, and the Heirs of the Body and Bodies of all and every such Daughter and Daughters, which said Daughters and their respective Issue, are to take the said devised Premises as Tenants in Common, and not as Jointenants; and for want of such Issue, then I give and devise the said Real Estate to my said Executors, and their Heirs, *Upon Trust* to dispose of the annual Rents, Issues and Profits thereof in Perpetuity, and to and for such charitable Uses, Intents and Purposes, as the aforesaid yearly Sum of 30*l.* is by this my Will appointed and directed to go, allowing my said Trustees to enlarge the aforesaid Number of poor Boys, in Manner as aforesaid, according to the yearly Revenue of my Estate, and as it shall happen to be upon the Contingency aforesaid, &c.

On the Anniversary of Testator's Death, five Boys to lay their Hands on his Grave Stone, and to repeat by Heart, &c.

To bind poor Boys Apprentices.

One Single Benefaction only.

To Daughter for Life sans Waste.

Remainder to Trustees.

Remainder to the Daughter's Sons in Tail Male.

Remainder to her Daughters.

For want of Issue, the Real Estate to be upon the same Trusts as the 30*l.* per Ann before devised.

A Devise to erect a Charity-School.

ALSO I give and devise All that, &c. to *(the Trustees)* To have and to hold all the last mentioned — to the said *(Trustees)* and to their Heirs and Assigns for ever: **Nevertheless** to, for and upon the several Trusts, and subject to the several Provisoos, Directions and Appointments herein after mentioned, limited, expressed and declared of and concerning the same Premises; **And** I do hereby subject and make chargeable all and singular the same Hereditaments and Premises, to and for the several Uses, Intents and Purposes, and under and subject to the several Provisoos, Directions and Agreements herein after mentioned, limited, expressed and declared of and concerning the same; (that is to say) that they the said Trustees, or the major Part of them, shall from and immediately after my Decease pay or cause to be paid out of the Rents, Issues and Profits of the same Premises, the Sum of 20*l.* per Ann. clear of all Manner of Taxes, Charges and Deductions whatsoever to the said School-mistress herein after named for the Time being for ever, by two equal half-yearly Payments, to wit, at *Midsummer* and *Christmas* yearly; the first of which Payments to be made on such of the said two Feasts as shall next happen after my Death, for the Teaching and Instructing 20 of the poorest Girls of *W.* aforesaid, for the Time being, as follows, *viz.* To read, sew, and say their Catechism at some proper convenient Place, there, as my said Charity Trustees, or the major Part of them shall appoint: **And my further Will is**, and I do hereby appoint and direct, that if my now Servant the said *M. R.* be living at the Time of my Death, then she the said *M. R.* or such other Person as she shall appoint, during her Life, shall from thenceforth be the School-mistress to instruct the said Girls, during her Life; and after her Death, if the said *R. D.* her Sister be then living, then I hereby appoint her the said *R. D.* or such Person as she shall appoint, to be the succeeding School-mistress for the said Girls, during her Life; and after her Death, if *M. B.* their Niece be then living, I hereby appoint her the said *M. B.* or such Person as she shall appoint, from thenceforth to be succeeding School-mistress for the said Girls, during her Life; and immediately after the Death of the Survivors of them the said *M. R.* *R. D.* and *M. B.* in case the said *E. B.* Sister of the said *M. B.* be then living, then I hereby appoint the said *E. B.* or such Person as she shall appoint, from thenceforth to be the succeeding School mistress for the said Girls, during her Life; **And** I do hereby further direct, that from and immediately after the Decease of the Survivors of them the said *M. R.* *R. D.* *M. B.* and *E. B.* that then every succeeding School-mistress for the said School, shall be nominated and appointed by such Person or Persons, who then for the Time being shall by Virtue of this my Will be intitled to and have the Property of my said now Dwelling-house in *W.* aforesaid; and my Desire is, (if by him, her or them so thought fit) that the Wife of the then succeeding Vicar there for the Time being, shall be the future School-mistress in case she will accept of the same; **And my Will is**, that the then present, and every succeeding Vicar of *W.* shall on the first *Sunday* in every Month catechise the said Children with others in *W.* Church aforesaid; and that on Refusal or Neglect thereof, every Wife of such Vicar shall lose the Benefit of being School-mistress to the said School: **And my further Will is**, that the said 20 poor Girls, with others, shall be taught to sing Psalms there by some proper Person qualified for that Purpose, who shall be always appointed by the Vicar there for the Time being; and that they the said Charity-Trustees, or the major Part of them, shall, out of the Rents of the same Premises, pay to such Person the annual Sum of 20*s.* for his so doing; **And also** the further yearly Sum of 20*s.* for Psalters and Testaments for the Use of the Children of the said School; the same two yearly Sums of 20*s.* and 20*s.* to be paid at the same two Feast-Days by two equal half yearly Payments, clear of all Deductions, and in such Manner as aforesaid: **And my further Will is**, that every School-mistress of the said School, together with all the said Girls, shall constantly go to the said Church of *W.* twice on every *Sunday*, and there attend Divine Service both Morning and Evening; and also on every Festival and other Days usually kept at the said Church, as likewise on every *Thursday* Lecture preached at *W.* Church, (Sickness and all other inevitable Accidents only and always excepted); **And further** that the said 20 Girls, if not nominated by me before my Death, shall be chosen by the said Trustees, or the major Part of them, immediately after my Death, and be then fixed in the said School; and that if then, or at any Time then after, there shall be wanting in *W.* aforesaid, the full Number of the said 20 Girls so intitled to have the Benefit of this my Charity (intending Dissenters Children as well as Church People) then and in every such Case, during that Time only, and as often as the same shall so happen, my Will is, that they the said Trustees, or the major Part of them, shall choose and make up such Number of Girls out of some other Parish or Parishes next adjoining to *W.* aforesaid; **And further**, that no such

Salary to a School-Mistress.

Number of Girls to be taught to read, sew, and say the Catechism.

Who to be School-Mistress.

Catechising the Children.

To be taught to sing Psalms.

Of School-Books.

Of going to Church.

Of choosing the Children.

Age of Admittance into the School.

Girls shall be admitted to the said School before their Age of seven Years, nor shall there continue after the Age of 14 Years; **And** I do hereby direct that the said Charity-Trustees, or the major Part of them, shall four Times in every Year, viz. on *Christmas-Day*, *Lady-Day*, *Midsummer-Day*, and *Michaelmas-Day*, or any other four Days in each Year as they shall think fit, have a General Meeting, at some Place in *W.* to be by them appointed, to examine into any Neglects, Miscarriages or Irregularities that may be committed by the said School-mistress for the Time being, or any of the said poor Girls, and to make such reasonable By-Laws, Rules and Orders, as to the same Trustees, or the major Part of them shall seem meet, so as the same be for the Good and Benefit of this my Charity, and be made in Writing, and entered in a Book for that Purpose to be provided and kept, for the better Government and Management of the said School, and of the said Mistress, and 20 poor Girls for the Time being; **And further also**, that for any Gross Offence, Miscarriage, Irregularity or Neglect, as shall be so judged by a Majority of the said Trustees, it shall and may be lawful for them to deprive, put out and remove the said poor Girls, or to suspend and put out the School-mistress of the said School for the Time being, (other than and except the said *M. R. R. D. M. B.* and *E. B.* and every of them, and such Person or Persons whom they respectively shall appoint to officiate, during their respective Lives only); **And further**, that the said Trustees shall take and be allowed out of the Rents and Profits of the same Premises, the yearly Sum of 20 s. and no more; the same to be by them expended at such their quarterly Meetings yearly; and from and after Payment of the several Sums of 20 l. 20 s. 20 s. and 20 s. *per Ann.* and in such Manner as aforesaid, and subject thereunto; then as to all the Rest and Residue or Surplus of the Rents, Issues and Profits of all and singular the same Hereditament and Premises, and subject, &c. I give, &c. **Provided**, &c. (Vide Tit **Provido**.)

A Devise of Tithes to a Trustee, for the Augmentation of the Living of the Vicar or Curate of S.

I **THEM**, I give, devise and bequeath unto my loving Friend *M. A.* of, &c. Esq; and to his Heirs and Assigns for ever, *All* that my Part, Share and Portion of Tithes, of what Nature, Kind or Quality soever, issuing and payable to me out of three several Farms, situate and being in the Parish of, &c. and all other my Tithes in the Hundred of *D.* aforesaid; **Upon this** special Trust and Confidence nevertheless, that he the said *M. A.* and his Heirs, shall and do, from Time to Time, and at all Times hereafter, permit and suffer the Vicar or Curate of the Parish of *S.* for the Time being, and his Successors, for ever, Vicars or Curates of the said Parish of *S.* to receive and take the said Tithes, Part, Share or Portion of Tithes to his and their own proper Use, Benefit and Behoof for an Augmentation, and for the better Livelihood, Provision and Maintenance of the said Vicar or Curate, and his Successors, Vicars and Curates of the said Parish of *S.* for ever.

A Devise or Gift to W. College Oxon, for the Education of one poor Scholar for ever.

I **THEM** I give, devise and bequeath unto the said *M. A.* and to his Heirs and Assigns for ever, *All* that my Messuage or Tenement, Farm, Lands and Hereditaments, situate &c. **Upon this** special Trust and Confidence nevertheless, that he the said *M. A.* and his Heirs, shall from Time to Time, and at all Times hereafter, permit and suffer the Warden and Fellows of *W. College* in the University of *Oxford* for the Time being, and their Successors for ever, to receive and take the Rents, Issues and Profits thereof, which I direct and appoint shall, from Time to Time, and at all Times hereafter, be paid and allowed for and towards the Maintenance and Education of a poor Scholar of the said College, for and during, and until such Scholar shall be Bachelor of Arts, or elected Fellow of the House; and then to another poor Scholar to be elected and chosen, which Scholar shall from Time to Time be nominated, elected and chosen by the Warden and five *Senior* Fellows of the said College.

A Devise of 1000 l. to be applied in releasing poor prisoners in the Fleet and Ludgate, and what Sort of Prisoners are to be Objects of it.

AND I devise and will, that my Executors herein after named shall, within four Months and my Decease, lay out and expend the Sum of 1000 l. in Releasing and Discharging such

such poor Prisoners who shall be imprisoned at my Decease, in the Prisons of the *Fleet* or *Ludgate*, or one of them, situate, in the City of *London*, as my said Executors shall think fit; my said Executors having a Regard therein to such poor Prisoners as have been sober and industrious, and are so confined by Reason of Losses and Misfortunes, and have not thro' Idleness, Drunkenness and Debauchery fell into such Condition; *Provided* nevertheless, that if I in my Life-time, after the Date of this my Will, shall have applied or expended the Sum of 1000 *l.* for the Discharge of such poor Prisoners, then my said Executors shall be discharged from the said Legacy of 1000 *l.* herein before given and bequeathed, and the same shall cease and be void.

A Devise from a Husband to his Wife of an Estate for Life in Bar of Dower, Remainder to his Children as Tenants in Common, Remainder to his Sister for Life, and her Children as Tenants in Common.

FIRST I will, order and direct, that all such Debts as I shall justly owe at my Decease, together with my Funeral Expences, shall be justly and fully paid and satisfied by my Executrix, by and out of my Personal Estate, except the Parts of the Ships hereunder mentioned. *Item*, I give and bequeath unto my dear and loving Wife *A.* her Executors and Assigns, one fourth Part of the good Ship *B.* whereof I was Master, and of all the Appurtenances thereunto belonging, or in any wise appertaining, and all Monies now or hereafter to grow due on account thereof. *Item*, I give and devise unto my said Wife *All* that my said Messuage or Tenement, with the Appurtenances, situate, &c. with the Lands and Hereditaments thereunto belonging and the Rents, Issues and Profits thereof, for and during the Term of her natural Life; and from and after the Decease of my said Wife, *I give* and bequeath the said Messuage or Tenement, Lands and Hereditaments, unto such Child or Children as I shall leave or have living at the Time of my Decease, and to their Heirs and Assigns for ever, as Tenants in Common; and if I shall have no such Child or Children by me begotten on the Body of my said Wife at the Time of her Decease, *Then I give* the said Messuage or Tenement, Lands and Hereditaments, unto my Sister *M.* for and during the Term of her natural Life and from and after her Decease, *I give* and devise the said Messuage, &c. unto *D.* and *G.* (Children of my said Sister *M.*) and to their Heirs and Assigns for ever, as Tenants in Common, which said one fourth Part of the said Ship, and other Legacies given to my said Wife as aforesaid, I declare are intended to be and are so given to her in full Satisfaction and Recompence of and for all her Dower and Thirds which she may or can in any wise claim or demand out of my Estate. *Item*, I give and devise all the Rest and Residue of my Estate, both Real and Personal (not herein and hereby before by me given and bequeathed) unto my said loving Wife, her Heirs, Executors, Administrators and Assigns for ever, &c.

*A Devise of a Manor, &c. from a Nephew to an Uncle, subject to the Payment of 5000 *l.* to the Testator's Sisters.*

I Give and devise unto my loving Uncle *J. T.* *All that the Manor* or reputed Manor of *C.* and all the Demesne Lands of *C.* and all and every the Messuages, Lands, Tenements and Hereditaments whatsoever, of me the said *A. T.* in *C.* aforesaid, and all other Lands, Tenements and Hereditaments whatsoever, which were intailed upon me by Sir *T. T.* my Grandfather; *To have and to hold* the same Manor, Demesne Lands and Premises, unto the said *J. T.* and the Heirs Male of his Body, subject to the Payment of 5000 *l.* to my Sisters, for which I have entered into an Obligation; **AND** I do constitute and appoint the said *J. T.* the full and whole Executor of this my last Will and Testament. **In Witness,** &c.

A Devise of Exchequer Annuities.

AND as to all those my six several Annuities of 50 *l.* per Ann. each, payable to me by Virtue of several Orders out of his Majesty's Exchequer at *Westminster*, for the Residue of several Terms of 99 Years therein mentioned, the several Orders and Tallies whereby they are respectively payable, being respectively numbered as follows, viz. No (3) &c. *I give* and devise the said six several Annuities of 50 *l.* per Ann. each together with the said several Orders and Tallies, touching, relating, or belonging to the same, unto and to and for the Use and

and Benefit of my said Brother *W. S.* his Executors, Administrators and Assigns, for and during all the Residue and Remainder of the said several Terms of 99 Years, as shall be therein to come and unexpired at my Death.

Directions in Wills.

Direction in a Will for surviving Trustee to assign to new Trustees, to prevent the Trust from going to an Executor or Administrator.

AND I do hereby further order and direct, that when and so soon as either of my said Trustees shall happen to die, that then the Survivor of them shall and do forthwith assign or cause to be assigned my said Leasehold Houses, &c. and all his Estate, Term and Interest therein, to one or more new Trustee or Trustees, to be nominated by the Person or Persons who for the Time being shall be intitled to the Rents and Profits thereof by Virtue of this my Will, in such Manner, as that the legal Interest thereof may be revested in such Survivor, and the Person or Persons who shall be so nominated for that Purpose as aforesaid, upon the Trusts aforesaid, and so from Time to Time, and as often as the present or any succeeding Trustees shall be reduced by Death to one, *To the End* that the same Trust may not go or descend to an Executor or Administrator.

Direction in a Will as to Annuities, when dropt on the Annuitant's Death, that the Personal Estate whereon they were charged to go to Testator's Children.

AND as to such Part of my Personal Estate as is herein before charged and made subject to the Payment of the several Annuities of — payable to my said Wife, Mother and Brother as aforesaid, my Will is, and I do hereby direct, that upon the respective Deaths of my said Wife, Mother and Brother, my said Personal Estate, so charged with the Payment of the said several Annuities, shall go, revert and be paid unto my said four Children, or to such of them as shall be then living, in such Manner, and subject to such Direction, as are herein before mentioned, limited and expressed touching the Payment of the said 1000*l.* a-piece, Part of thir said Legacies herein before bequeathed, at their several and respective Ages of 21 Years, or as near thereunto as can or may be.

*Directions in a Will, that if by Losses or bad Debts the Testator's Personal Estate would not extend to pay his Children 2000*l.* a-piece, that the Loss must be by them equally sustained.*

AND my further Will is, that in Case the said several Legacies or Sums of 2000*l.* a-piece herein before given and payable to my said four Children in Manner as aforesaid, by Reason or on Account of any Debt or Debts due and owing, or hereafter to grow due and owing to my Personal Estate, or by any other Losses or Misfortunes whatsoever, whereby my said Estate shall prove insufficient or deficient to answer and pay to my said four Children, or any of them, their respective full Legacies of 2000*l.* a-piece, at the Time and in the Manner herein before directed and appointed for Payment thereof as aforesaid, then and in such Case, but not otherwise, I do hereby order, direct and appoint, that all Loss or Losses so happening to my said Estate in Manner as aforesaid, shall be born, sustained and allowed by all and every my said four Children, who shall then be intitled to the said Legacies of 2000*l.* a-piece, and that in equal Proportions, Share and Share alike; any Thing in this my Will, &c.

Part of a Citizen's Will.

Part of a Citizen's Will, in Pursuance of the Customs of London.

The Wife's
Paraphernalia.

Debts.
Personal Estates to be di-

AND as to those Goods, Chattels and worldly Estate, as God of his Goodness has been pleased to bestow upon me, I dispose of the same as follows, *viz.* **Imprimis,** I will and declare, that my loving Wife Dame — shall have, retain and enjoy all her proper Goods, to wit, All such Chains of Gold, Pearls, Rings, Jewels and Ornaments, for adorning her Body, or which she hath or used to wear, to and for her own proper Use and Benefit. **Item,** I will that all my Debts, which I shall justly owe to any Person or Persons at the Time of my Death, shall be truly and punctually paid, and that after my Debts and Funeral Charges shall be fully paid and satisfied, **All** my Plate, ready Money, Adventures, Merchandises, Goods, Chattels and

and Personal Estate whatsoever, shall be divided into three equal Parts, according to the laudable Custom of the City of London; *One third Part* whereof I give and bequeath to my said dear Wife, as her due by the said Custom: **And whereas** I have fully advanced my Daughter Dame E. B. Wife of Sir J. B. of — Bart. and have given and bestowed on her for her Portion upon her Marriage, the Sum of 30,000 l. of, &c. and upwards, which is more than her Part and Share of my Personal Estate by the Custom of the said City of London will amount to: **And whereas** I have partly advanced by and out of my Personal Estate to my Daughter S. R. (Wife of E. R. of London, Merchant) and have given unto her the Sum of 5000 l. upon her Marriage, but have as yet given little or no Advancement unto my Son D. B. by or out of my Personal Estate: *I do* therefore give and bequeath **One other third Part** of my said Personal Estate unto my said two Children D. and S. willing that the said 5000 l. heretofore given to my said Daughter S. be put into *Hotchpot* with the said last mentioned third Part, belonging to my Children unadvanced, according to the Custom of the said City, to the Intent that the Portions of my said Children D. and S. may be made equal, Share and Share alike; and as to the other **Third Part** of my Personal Estate, which is by me devisable at my Pleasure, according to the Custom of the said City of London, I give and dispose of the same as followeth, *viz.* I give and bequeath unto my said Wife Dame A. (over and above the said Chains of Gold, Pearls, Rings, Jewels and Ornaments, and over and above her said third Part of my Personal Estate herein before bequeathed to her as aforesaid) my Coach and Horses, and all the Furniture thereunto belonging, (and gives several other Legacies): **Item,** I remit unto J. B. jun. the Sum of 1000 l. (Part of a Debt of 5000 l.) which he oweth me, *Upon Condition* that he the said J. B. shall, upon reasonable Request after my Death, give his Bond in the penal Sum of — conditioned for Payment unto his Father and Mother, and the Survivor of them, one Annuity of — *per Ann.* from and after my Decease, for and during the natural Lives of his said Father and Mother, and the natural Life of the longer Liver of them, to be paid, &c. and I make and ordain — Executors of this my last Will and Testament, desiring, &c. and I hereby nominate and appoint — Overseers of the same, &c.

laid into Parts.
One Daughter advanced in the Testator's Life-time.
Another third Part.
Hotchpot.
Testator's third Part.
Further Bequest to the Wife
Part of a Debt remitted.

Another Will of a Citizen, whereby he orders his Personal Estate and Effects to be appraised, and divided into three equal Parts, after Debts, Funeral Charges, &c. paid.

I Will that all my just Debts as shall be by me owing at my Death, together with my Funeral Expences, and all Charges touching the Proving of or otherwise concerning this my Will, shall in the first Place out of my Personal Estate and Effects be fully paid and satisfied; and from and after Payment thereof, and subject thereunto, *Then* my Will is, that all the Residue of my Goods, Stocks, Chattels, Merchandises and Household Furniture, shall be indifferently appraised, and after such Appraisement Made, that the same shall, according to the laudable Custom of the City of London, be divided into three equal Parts; **One equal third Part** whereof I give and bequeath unto my loving Wife A. **One** other equal third Part thereof I give and bequeath unto and amongst my Children B. C. and D. to be equally parted and divided amongst them Share and Share alike, and to be paid and delivered unto my said Sons at their several respective Ages of 21 Years, and to my said Daughter at her Age of 21 Years, or Day of Marriage which shall first happen: **And** my Will and Meaning is, that in case any of my said Children shall depart this Life before such Time as the Part or Portion of him, her or them so dying shall become payable, then and in such Case the Part or Portion of him, her or them so dying, shall go and be equally divided amongst the Survivors or Survivor of them, Share and Share alike, if more than one, and to be paid to such Survivors or Survivor at the Time aforesaid: **And** as to the remaining third Part thereof, I will, give, and bequeath the same as follows, *viz.* I give and bequeath the same unto my Sons, the said — equally to be divided amongst them, Share and Share alike, to be paid, &c. *above.*

Survivourship.

Power in a Will.

Power granted by the Will of a Husband to the Wife to settle or bequeath 2000 l. as she shall think fit, in Consideration of an additional Fortune he had received with her since Marriage.

I T E M, I do hereby devise and bequeath unto my dear Wife, out of the tender Affection which I have for her, and in Recompence of an additional Portion which has fallen to me in her Right since our Intermarriage; and in Case my said dear Wife shall die my Widow,

This Power
to cease on
her second
Marriage.

dow, then and in such Case *I do* hereby will that my said Trustees shall within twelve Months after my said Wife shall die my Widow as aforesaid, by and out of the Rents and Profits of my said real Estate comprised in my said Wife's Jointure, or by leasing or mortgaging thereof, or any Part thereof, raise and pay the Sum of 2000*l.* unto or for such Person or Persons, and in such Manner as my said Wife shall by Deed or Deeds, Writing or Writings, or by her last Will and Testament in Writing, to be attested by two or more Credible Witnesses, direct or appoint: **Provided** always, and my Will and Meaning is, that the said Devise and Legacies in this my Will given to my said Wife, are and shall be subject to this Proviso or Condition for the making void and determining of the same, in Case my said dear Wife, or any Husband she shall marry, after my Decease shall commence or prosecute any Suir, either in Law or Equity, against my said Trustees or their Heirs, or any of them, in Obstruction to the Performance and Execution of any Part of this my Will.

The Manner of introducing the formal Words of a Will, after a long Recital of the Marriage Settlement, and the Powers thereby given.

NOW I the said M.C. by Virtue and in Pursuance of the Power and Authority to me reserved and given in and by the said recited Indenture, and in Pursuance and by Virtue thereof, and also of all and every other Power, and Powers and Authorities whatsoever to me in any wise reserved and now belonging, *Have*, and by this my last Will and Testament (signed, sealed and published in the Presence of, and attested by three credible Persons, who have hereunder subscribed their Names as Witnesses hereunto) *Do* give, dispose, direct, limit and appoint, &c.

Provisoes in Wills.

A Proviso in a Will touching Nieces Marriage without Consent.

PROVIDED always, and my Will and Meaning is, that if any or either of my said three Nieces, at any Time hereafter during the Life-time of their Father and Mother and the said B. (*the Trustee*) or the Survivors or Survivor of them, do and shall marry and take to Husband any Person or Persons without the Approbation and Consent of their said Father and Mother and the said B. or of two of the survivors of them, in Writing under his or their Hand or Hands first had and obtained, then and in such Case, all and every the Devises, Bequests and Legacies, and every of them, shall cease, determine and become absolutely void, frustrated and of none Effect, in Law or Equity, to all Intents and Purposes whatsoever; and then and from thenceforth, and after such Marriage and Marriages without such Approbation and Consent as aforesaid, *I do* give, devise and bequeath all and singular the Messuages, &c. Money, and all other the Benefit and Advantage of all and every the Matters and Things herein before given, devised or bequeathed, or which by Virtue of this my Will may be had, claimed or demanded by such of my said Nieces as shall so marry and take Husband without such Approbation and Consent as aforesaid, to such of my said Nieces, their Heirs, Executors Administrators and Assigns, who shall not then be married, or if married, to her or them, who hath or have taken or married a Husband by and with such Approbation and Consent as aforesaid; *It being* my Will and Meaning, that such of my said Nieces, who shall so marry or take Husbands without such Approbation and Consent as aforesaid first had and obtained, shall not have, take and enjoy any Profit, Benefit or Advantage whatsoever, by or by Virtue of this my Will, but shall forfeit to her said Sister or Sisters, and her or their Heirs, Executors, Administrators and Assigns, all and every the said Messuages, &c. Benefits, Advantages, Profits, Matters and Things whatsoever, in and by this my last Will devised, given or bequeathed, or which by Virtue or Colour of this my Will may or can be had, taken, claimed or demanded, by such of them as shall so marry or take Husbands without such Consent as aforesaid.

N. B. There arose a Dispute touching the above Devise, by reason of all the three Daughters marrying without such Consent, *Whether* the first Devise does not affect each of them: But no Devise over to any other Person?

Opinion.

"The two eldest Daughters not being capable to take by Virtue of the Devise over, I think each may enjoy their respective Shares which the Will gives them."

Proviso

Proviso in a Will, that if a Daughter marry without Consent, her Portion not to be paid her, but only the Interest, and the Principal to be equally divided amongst her Children.

PROVIDED also, and my further Will is, that in case both or either of my said Daughters shall, before their respective Ages of 21 Years, intermarry with any Person or Persons against or without the Consent of my said Wife, if then living, but if dead, without the Consent or Approbation of my said Executors, or the Survivor of them, (such Consent as aforesaid to be testified by Writing under the respective Hands and Seals of my said Wife, or of my said Executors); then and in such Case, the Interest after the Rate of 5 *l. per Cent.* of such Daughter or Daughters Portion or Portions, so marrying without such Consent as aforesaid, shall be only paid to her or them, during her or their respective Lives, for her or their sole and separate Use and Benefit, exclusive of any Husband; and that upon the Death of such Daughter or Daughters marrying without such Consent as aforesaid, the Portion or Portions so given or intended for such Daughter or Daughters, shall go and be paid to and for the Use and Benefit of all and every the Child and Children of such Daughter so marrying without such Consent as aforesaid; the same to be equally divided to and amongst them, Share and Share alike (if more than one), and to be paid to such Child or Children at his, her or their respective Age or Ages of 21 Years, or Day or Days of Marriage, which shall first happen, together with Interest for the same after the Rate aforesaid, from the Time of their respective Mothers Death, until the same become payable and be paid; any Thing, &c.

Proviso in a Will, in case the Wife should sue for Dower and Thirds.

PROVIDED further, and my Will expressly is, that in case my said Wife *H. R.* shall not accept of the Provision and Legacies herein before by me made and given her as aforesaid, and shall at any Time or Times hereafter prosecute any Action or Suit for Dower, thirds or any other Part of my Estates Real or Personal, (other than what I have so herein before devised and given her); then and in that Case the said several Annuities of 100 *l.* and 100 *l.* amounting together to 200 *l. per Ann.* and each of them and all other Legacies and Bequests hereby by me before given or intended her, shall cease and be void to all Intents and Purposes; any Thing, &c.

Proviso in a Will, that the Trust vested in a Wife for the Benefit of her Children, shall upon her Death or second Marriage determine, and the same vested in Trustees.

PROVIDED always, that in case the said *M.* my Wife shall happen to die or intermarry with any other Husband, before the said Sum of 3000 *l.* herein before given to my said three Children, shall become payable to them respectively, in Manner as aforesaid; then and in either of the said Cases my Will is, and I do hereby direct and appoint, that the Trust hereby vested in the said *M.* my Wife, as to her Management or Intermeddling with the said 3000 *l.* and the Interest thereof, in Trust for my said three Children, and every of them, shall from the Time of such her Death, or second Marriage, cease, determine, and be utterly void; And that then and from thenceforth, in either of the Cases aforesaid, my Will is, And I do hereby further direct and appoint, that the said Sum of 3000 *l.* and all Securities taken, shall be paid and assigned to them my said Trustees, or the Survivor of them, his Executors, Administrators and Assigns; **In Trust** nevertheless, that they my said Trustees, and the Survivor of them, do and shall pay, apply and dispose of the said Sum of 3000 *l.* and also of all the Interest and other Produce to arise or be had or made thereof, To and for the Use and Benefit of my said three Children, in such Proportions, Manner and Form, as is before by me directed and appointed, or as near thereto as can or may be; any Thing, &c.

Revocation in a Will.

Revocation of one Executor, and another appointed in his Stead by a Codicil.

WHEREAS I *M. M.* of — have made my last Will and Testament in Writing, bearing Date, &c. and have thereby made, ordained, constituted and appointed my Brother in Law *N. H.* and my Cousin *G. B.* Executors of my said Will: **NOW** I do by this my Writing

Revocation. ting (which I declare to be a *Codicil* to my said Will, and direct to be taken as Part thereof) Will and direct that my said Brother in Law *N. H.* shall not be an Executor of my said Will, and do hereby revoke my Appointment of him as such; but that in his Room and Stead my Cousin *J. B.* of — shall be one of the Executors of my said Will, jointly and together with my said Cousin *G. B.* And I do hereby accordingly make, ordain, constitute and appoint them the said *J. B.* and *G. B.* joint and sole Executors of my said Will, as fully and effectually to all Intents and Purposes, and in all respects, as if they only and no other Person or Persons had been by me originally, in and by my said Will, constituted and appointed Executors thereof.

The Will of H. Lord C. whereby his Real Estates were limited in Tail Male to several of his next Relations (successively) in Degree of Consanguinity, in order to obviate any Default of Issue Male of the first, second, or third Relation, with several Legacies and Bequests; (the Preamble omitted on Account of several being before inserted.)

AS to, for and concerning all my Manors, Lands and Hereditaments which I purchased in the County of *W.* and *O.* **I Devise** the same to my Nephew the Duke of *Q.* and *D.* for his Life, without Impeachment of or for any Manner of Waste, with Remainder to the Honourable *R. B.* and *T. S.* of — Esq; and their Heirs, for and during the natural Life of the said Duke of *Q.* in Trust to preserve the Contingent Remainders herein after limited; And from and immediately after the Death of the said Duke of *Q.* as to all the Rest and Residue of my Manors, &c. in the County of *W.* **I Devise** the said respective Premises unto the first and every other Son and Sons of the said Duke of *Q.* in Tail Male respectively; and in Default of such Issue (with Remainders to Lord *G. D.* another Nephew, and to *R. Earl of B.* another Nephew, and afterwards to *H. Earl of R.* another nephew, all in Tail Male verbatim as before to the Duke of *Q.* with Remainder to Testator in Fee); **And I will** that the several Tenants for their Lives, who respectively shall happen to be such by Virtue of this my Will, of any my Real and Freehold Estates whatsoever, when in Possession, shall be enabled to make Leases not exceeding 21 Years, &c. (Power to make Leases, but not to take Fines, vide *Marriage Settlements*.) **And** as to and concerning my House and Garden, with the Appurtenances, and all other my Estate lying and being at *P.* in the County of *S.* being Copyhold, and which I have surrendered to the Use of my Will, **I Devise** the same to my Nephew the Duke of *Q.* and the Heirs Male of his Body; Remainder to my Nephew the Lord *G. D.* and the Heirs Male of his Body; Remainder to my own right Heirs; **And as to all** my Personal Estate, I dispose of the same as followeth, (that is to say) **All** that my House, with the Garden thereunto adjoining, with all and singular the Appurtenances thereunto belonging, wherein I now dwell, situate in or near — (being held by me by a Lease from the Crown) and all my Estate, Term and Interest of, in, and to the said House, or which I shall hereafter renew in the same, **I Devise** and bequeath to my said Nephew the Lord *G. D.* his Executors, Administrators and Assigns, for the Residue of a Term of Years which I have therein, together with all the Pictures, Personal Estate, Goods and Furniture, as shall be in or about the same House, and other the Premises, at the Time of my Death (except Plate); **And I make**, name, ordain and appoint my said Nephew the Duke of *Q.* and my said Nephew *R. Earl of B.* the said *H. Earl of R.* and *R. T. Esq;* Executors of this my Will; **And I devise** to my said Executors, their Executors Administrators and Assigns, *All my Personal Estate* of what Kind or Nature soever, or wheresoever, not herein before disposed of, *Upon the Trusts* following, (that is to say) That they, their Executors, Administrators and Assigns, do and shall, by the Interest, Produce and Proceed thereof, or by Charging, Mortgaging, Selling, or otherwise Disposing of the said Personal Estates, or any Part thereof, as they my said Executors, or the Survivors or Survivor of them, shall from Time to Time think fit, pay my Funeral Expences and my Debts (if any) and the Legacies after mentioned, and such other Gifts and Legacies, as I shall hereby and hereafter, by any Writing or Writings attested by two or more Credible Witnesses, think fit to give or appoint. **I Devise, &c.** (*A Devise of 1000 l. a piece to the said Earl of R. and R. T. two of the Executors*): **And my Will and Desire is**, that my said Executors be, and shall stand intrusted as to the Sum of 500 l. of, &c. and the Interest thereof, after the Rate of 5 l. per Cent. per Ann. from the Time of my Decese, for the separate Use and Benefit of my Niece the Lady *E. B.* so as the same both Principal and Interest may be at her Disposal (notwithstanding her Coverture) and not in the Power or Disposal of any Husband she hath or may have; and so as by any Writing or Receipt under her Hand, attested by two or more Credible Witnesses, she may at any Time receive and dispose of the Interest and Proceed of the said 500 l. and of the Principal likewise; and so as my said Trustees shall and may be, from Time to Time, by such Writing or Receipt, fully discharged and in Safety; (*several other such Legacies to nieces in the same Words*); **I Devise** to my Nephew the Duke of *Q.* and *D.* the Sum of 5000 l. of, &c. to be paid

Real Estate
To the Ne-
phew for Life
sans Waste.
Remainder to
Trustees.
Remainder to
the Duke's
Heirs Male.

Devise of a
Copyhold
House and
Garden.

Personal
Estate.

Bequest of the
House and
Furniture.

Executors
named.

Provision for
Funeral Ex-
pences, Debts
and Legacies.

500 l. and
Interest for the
separate Use
of a Niece.

Legacies of
5000 l. each

paid to him within six Calendar Months next after my Decease; and my further Will and to the Duke Desire is, that my said Executors do and shall stand intrusted as to the further Sum of 5000 l. of and Duchefs like lawful Money, and the Interest thereof, after the Rate of 4 l. per Cent. per Ann. from the Time of my Decease, for the separate Use and Benefit of the said C. Duchefs of Q. so as the same, both Principal and Interest, may be at her Disposal (notwithstanding her Coverture) &c. (verbatim as the 500 l. to the Nieces before); **I Direct** and desire my acting Executor or Executors, within three Calendar Months next after my Death, to cause to be paid to such of the Poor of the several Parishes after mentioned, as by Information shall be reported Objects of Charity, the Sums of Money following; (that is to say) Of St. M. in the Fields 100 l. of St. J. Westminster 100 l. of L. 30 l. of G. in Y. 20 l. of A. in Wilts 50 l. and of M. in Oxfordshire 50 l. **I Give** to my Servants after named, (that is to say) To T. D. 100 l. to M. E. 100 l. to T. F. 100 l. to D. G. 100 l. to T. S. 50 l. to Mrs. J. C. 50 l. **And** to all such others as shall be my Domestick Servants at my said House in or near St. J. P. within the Liberty of Westminster, at the Time of my Decease, I give to each of them one Year's Wages, and likewise one Year's Board Wages, if any allowed them, over and above the Wages that shall be due to them at my Death; and to each other of my Domestick Servants in any of my Mansion-Houses, that have been in my Service for the Space of a Year before the Date of this my Will, and shall continue therein, likewise one Year's Board Wages, if any allowed them, over and above the Wages that shall be due to them at my Death; which Legacies to all my said Domestick Servants I would have paid within three Calendar Months next after my Death; **And I Devise** to the Right Honourable the Countess of R. all my Diamond and Ruby Rings; **All** the Rest and Residue of my Personal Estates whether in G. B. or in Y. not otherwise by me disposed of, **I Devise** to my said Nephew the Earl of B. to his own Use; and if he shall happen to die before me, then I devise the said Rest and Residue of my said Personal Estate to my said Nephew the said Duke of Q. to his own Use; **And** I do hereby authorise my said Executors and Trustees, or any two of them or such of them as will act, or the Survivors or Survivor of them, from Time to Time, to sell and dispose of all, or any Part or Parts of my Personal Estate; and the Monies arising from Time to Time from such Sales or Dispositions, to lend, pay or lay out, as they, or any two of them, or such one of them as will act, or the Survivors or Survivor of them, shall judge best; and to the Intent that my said Executors or Trustees, and the Survivors and Survivor of them, may not be discouraged from undertaking the Trust, **I Will** that they, or any two or one of them, or the Survivors or Survivor of them, shall and may, from Time to Time, appoint such Agents under him or them, with such Salaries as they shall think fitting; and that none of my said Trustees shall be answerable for the Receipts and Actings of the other of them; and that none of them shall be answerable for the Miscarriages of any Person or Persons used or employed by them, or any of them, in the Carrying on or Management of any of the Trusts aforementioned, or for any Person or Persons, with whom there shall be any Monies lodged or left by Reason of the aforeaid Trusts, or any of them; **And** I direct that my said Executors and Trustees shall be, from Time to Time, allowed all their Expences, Costs and Charges whatsoever. **In Witness** whereof I the said H. Lord C. to this my last Will and Testament, contained in five Presses or Skins of Parchment fixed together at the Top, and sealed with my own Coat of Arms, and to the Top and last Press or Skin, have set my Hand and Seal, and to every other Press or Skin thereof have set my Hand, declaring this to be my last Will and Testament the Day and Year first above written.

Signed, sealed, published and declared by the above named the Right Honourable H. Lord C. as and for his last Will and Testament, in the Presence of us, who at his Request and in his Presence have subscribed our Names as Witnesses thereunto, as we have likewise done the same to a Duplicate of the above written Will executed at the same Time.

A Widow's Will, whereby she devises to her Son a Manor, Lands, &c. and Copyhold and Leasehold Estates, in Trust to pay 2000 l. to her married Daughter, and under several other very special Trusts and Limitations; drawn by an eminent Counsel.

I Appoints, I give and bequeath all my Manors, Messuages, Lands, Tenements and Hereditaments whatsoever, both Leasehold and Inheritance, unto my loving Son S. H. his Heirs, Executors and Administrators, according to my several and respective Estates and Interests therein, (excepting my Messuage and Farm, and all my Lands Tenements and Hereditaments thereunto belonging in P.) which said Gift and Devise to the said S. H. is upon these Trusts, following, viz. That out of the Rents, Issues and Profits of the said Premises devised unto him, or by Sale thereof, he the said S. H. his Heirs, Executors or Administrators, shall and do pay all my Debts, Funeral Charges, and all my Legacies herein after by me given; and after the Payment

of all my Debts, Funeral Charges and Legacies, then **In Trust** that the said *S. H.* his Heirs, Executors or Administrators, shall and do, out of the Rents, Issues and Profits of the said Premises so devised unto him, or by Sale thereof, pay the full Sum of 2000*l.* of, &c. unto my Son in Law *W. D.* Esq; at the End of six Months after he the said *W. D.* shall have attained his full Age of 21 Years, if he shall within the said Space of six Months after his Age of 21 Years settle upon his Wife my Daughter *E.* such a Jointure of 300*l.* per Ann. (whereof 150*l.* per Ann. shall be limited so as the Profits thereof shall be at her own separate Disposal and Ordering, during the Coverture, without her Husband's Control) and in such Place or Places and in such Manner, and with such Provisions for Children, as my said Son *S. A.* my Cousin *R. W.* Esq; and my Cousin *R. G.* of, &c. Gent. or the Survivors or Survivor of them shall think fit; **And in Trust**, until the same Principal Sum of 2000*l.* shall become payable unto the said *W. D.* that the said *S. H.* his Heirs, Executors or Administrators, shall pay immediately after my Decease Interest for the said 2000*l.* after the Rate of 5*l.* per Cent. per Ann. unto such Person and Persons, and to and for such Uses, Intents and Purposes, as my said Daughter *E.* shall by any Writing or Writings under her Hand (notwithstanding the Coverture) limit and appoint, and not to her own Hands, or to the Hands of the said *W. D.* or to be any way subject to his Management or Disposal, but to be for the separate Use and Benefit of the said *E.* and if the said *W. D.* shall happen to die before he shall attain the End of the six Months after his full Age of 21 Years, and before such a Settlement as aforesaid made by him, **Then in Trust** that the said *S. H.* his Heirs, Executors or Administrators, shall pay the said Sum of 2000*l.* unto my said Daughter *E.* (if she shall be then living) together with Interest for the same after the Rate aforesaid, from the Death of the said *W. D.* until Payment of the Principal; and if my said Daughter *E.* shall happen to die before the End of the said six Months, and before such a Settlement made as aforesaid, **Then in Trust** that the said *S. H.* his Heirs, Executors or Administrators, shall pay the said Sum of 2000*l.* with Interest at the Rate aforesaid, unto such Child and Children of the said *E.* as she shall leave behind her; and if she shall leave no Child or Children behind, **Then in Trust** that 1500*l.* Part of the said 2000*l.* be paid unto my said Son in Law *W. D.* and the remaining Sum of 500*l.* be sunk for the Benefit and Advantage of my said Son *S. H.* his Heirs, Executors and Administrators; and if my said Son in Law *W. D.* shall live to the End of the said six Months after his Attainment of his full Age of 21 Years, and shall at the End of the said six Months fail to make such a Settlement as aforesaid, **Then in Trust** that my said Son *S. H.* his Heirs, Executors or Administrators, shall pay the said 2000*l.* and all Interest for the same after the Rate aforesaid, until Payment of the Principal Sum, unto such Person or Persons, in such Parts and Shares, and for Uses, Intents and Purposes, as my said Daughter *E.* by any Writing or Writings under her hand and Seal, from Time to Time, (notwithstanding her Coverture) shall limit and appoint; the same 2000*l.* and Interest not to be paid to her own Hands, nor her Husband's Hands, the same being in such Case designed by me for my said Daughter's separate Use and Benefit, and to be no ways payable to my said Son in Law, nor to be any way subject to his Control, Management or Disposal; and for want of such Limitation and Appointment by the said *E.* **Then in Trust**, that after her Death the said 2000*l.* and Interest, or so much thereof as shall not be limited and appointed away by her, shall be paid to and amongst such Child and Children as she shall leave behind her, Share and Share alike; and if she shall leave no Child or Children behind her, or if all such Children shall happen to die before any of them attain the Age of 21 Years, or be married, **Then in Trust**, that for want of such Limitation and Appointment, 1500*l.* Part of the said 2000*l.* shall be paid to the said *W. D.* (if he be then alive) and the Residue of the said 2000*l.* shall be sunk for the Benefit and Advantage of the said *S. H.* his Heirs Executors and Administrators; and if the said *W. D.* shall not be then alive, **Then** that the whole 2000*l.* shall be sunk for the Benefit of the said *S. H.* his Heirs, Executors and Administrators. **Item**, I do hereby will and devise that my Manors and Farm of *R.* and other Parishes near thereunto, in the County of *H.* which I hold by Lease from *St. J.'s* College in *Cambridge*, and all other my Manors, Messuages, Lands, Tenements and Hereditaments, which I have herein bequeathed unto my said Son *S. H.* shall stand and be charged and chargeable with the Payment of the said 2000*l.* and Interest, and shall not be alienable by my said Son *S. H.* free and clear from the said Charge, until the said 2000*l.* and Interest shall be paid and satisfied; and if the said *W. D.* shall fail to make such a Settlement as is before mentioned, whereby to intitle himself to the Receipt of the said 2000*l.* **Then** I devise and bequeath, that instead of the said 2000*l.* to be raised, my said Manor and Farm of *R.* shall remain and be in the Hands of the said *S. H.* his Executors and Administrators, upon the same Trusts, and for the same separate Use and Benefit of my said Daughter *E.* and her Children, and with such Remainders over, as the before mentioned Sum of 2000*l.* and Interest, are limited and appointed to be; **And I** then also will and devise, that the said Manor and Farm shall be reckoned at 1600*l.* Part of the said 2000*l.* and the remaining Sum of 400*l.* and Interest at the Rate aforesaid, shall be only raised out of and charged and chargeable upon the Residue of my Manors, Messuages, Lands, Tenements and Hereditaments; **And** as to my Farm in *P.*

To raise 2000*l.* for the Testatrix's Son in Law when of Age, if he settles 300*l.* per Ann. on her Daughter. Interest to be paid for said 2000*l.* till the Principal becomes payable.

If the Son in Law dies to be payable to the Daughter.

If the Daughter dies, then to be payable to the Children.

If no Child or Children, how payable.

If the Husband refuses to make a Settlement, then the 2000*l.* to be paid to the Wife's Order.

Remainder to the Children equally.

If no Children, Part to the Husband, the Remainder to sink into the Inheritance. Leasehold subject to the Payment of said 2000*l.*

under the same Trusts as before.

in *H.* and all my Messuages, Lands, Tenements and Hereditaments in *P.* aforesaid, **I Devise** Devise to the same to the said *R. W.* and *R. G.* (the Trustees) their Heirs and Assigns, **Upon Trust** and Trustees. Confidence, that they the said *R. W.* and *R. G.* their Heirs and Assigns, shall and do, from The Trusts. Time to Time, during the Life of my said Daughter *E.* pay the Rents, Issues and Profits of the said Premises so devised unto them, unto such Person or Persons, in such Parts and Shares, and for such Uses, Intents and Purposes, as my said Daughter *E.* by any Writing or Writings under her Hand from Time to Time (notwithstanding the Coverture) shall limit and appoint, and not unto her own or her Husband's Hands, nor to be subject to any Control, Management or Disposal of her Husband; the same being designed by me for her separate Use and Benefit, and to be at her own Disposal, notwithstanding the Coverture; and from and after her Decease, **Then in Trust** for such Person and Persons, and for such Estate and Estates, as my said Daughter *E.* by any Deed or Writing under her Hand and Seal, testified by two or more Credible Witnesses, shall (notwithstanding the Coverture) limit or appoint; and for want of such Limitation or Appointment, **Then in Trust** for such Child or Children as she shall leave at her Death, and their Heirs and Assigns: **Provided** that if there be more Children than one Provided. Son, and if the said *W. D.* shall make such a Settlement as aforesaid, then the eldest Son shall have no Part or Share of the said *P.* Estate; and for want of such Limitation or Appointment by the said *E.* (if she shall leave no Child or Children at her Death) **Then in Trust** for my said Son *S. H.* his Heirs and Assigns for ever: **And whereas** Part of my Estate in *P.* aforesaid is Copyhold, now I do hereby declare that the Gift and Devise hereby made by me unto my said Son *S. H.* his Heirs, Executors and Administrators, of all my Manors, Messuages, Lands, Tenements and Hereditaments whatsoever, both Leasehold and Inheritance (excepting as is before excepted) **Is upon Condition**, that if my said Son *S. H.* or his Heirs shall nor, within the Space Condition that the Son surrenders to the Use of the Trustees. of 12 Months next after my Decease, surrender in due Form of Law all the Copyhold Estate in *P.* aforesaid, of which I shall die seised, into the Hands of the Lord or Lords of the Manor or Manors of whom the same Copyhold Estate is holden, unto the Use of the said *R. W.* and *R. G.* and their Heirs, to be subject to the Trusts herein before declared of and concerning my said *P.* Estate; or if my said Son *S. H.* his Heirs or Assigns, shall make Default in Payment of the above mentioned Sum of 2000*l.* and Interest, according to the Trusts before mentioned; **Then** and in either of the said Cases, the said Gift and Devise to my said Son *S. H.* his Heirs and Assigns shall be void; and then I give and devise the same Premises so devised unto him as aforesaid, unto the said *R. W.* and *R. G.* their Heirs, Executors and Administrators, according to my respective Estates and Interests therein, **Upon the same Trusts** as are herein before declared of and concerning the same. **Item**, I will and desire, that my Executors hereafter named shall Bequest to the Daughter. permit and suffer my said Daughter *E. D.* to have the Possession only and not the Property of my best Bed, and the Furniture in my best Room, and of all my Linen, and of my Diamond Ring during the Coverture; and if the said *E.* shall outlive her said Husband *W. D.* **Then I give** and bequeath all the same Goods and Things unto her; but if she happen to die before him, **Then I give** and bequeath the same Goods and Things unto and amongst such Child and Children as she shall leave behind her at her Death; and if she leaves no Child at her Death, To the Children. **Then I give** and bequeath the same Goods and Things unto my Executor hereafter named; **And as** Devise of the Residuum. to all the Rest and Residue of my Personal Estate (excepting what I have herein before given and bequeathed) I give the same unto my said loving Son *S. H.* subject to the Payment of my Debts and Legacies, and to the Payment of the before mentioned Sum of 2000*l.* and Interest; **And I** do hereby constitute and appoint my said loving Son *S. H.* sole Executor of this my last Will, &c.

The Will of W. P. W. Esq; containing various Devises of Freehold, Copyhold and Leasehold Estates, with divers Remainders over, and sundry Legacies to Sons, Daughters and Relations, &c.

AND as to the Temporal Estate with which it hath pleased God of his great Mercy and Goodness to bless me, I dispose of the same as followeth. **First**, I will that all the Debts I shall owe at the Time of my Decease be justly and truly paid. **Item**, as as to my Manor of *N.* As to Manor of *N.* &c. alias *N.* and all my Messuages, Farms, Lands, Tenements and Hereditaments, situate, lying and being in the Parishes of — by me lately purchased of his Grace the Duke of *C.* or of and Freehold Estate. Mr. *V.* or of any others; **And as to** all my Copyhold or Customary Messuages, Lands, Tenements and Hereditaments, situate, lying and being within the said several Parishes, or in some of As to Copyhold Estate. them, (having surrendered to the Use of my Will, such Parts thereof to which I have been admitted, and intending to surrender to the Use of my Will, the Residue thereof when I shall have been admitted thereunto) I give and devise the same Manor and Freehold and Copyhold Hereditaments and Premises to my eldest Son *H. W.* for his Life, **With Remainder** to *P. L.* To the Use of eldest Son for Life; and *W. D.* (the Trustees) and their Heirs, during the Life of my said Son *H.* in Trust to preserve the Contingent Remainders herein after limited; **With Remainder** to the first and every Remainder to Trustees, &c. other Son and Sons of my said Son *H.* successively in Tail Male; and in Default of such Issue, The

Remainder to his first and other Sons; the Remainder to second Son in like Manner; Remainder to the eldest Daughter; Remainder to himself in Fee. As to Messuages, &c. in H. and C. to his second Son for Life; Remainder to third and fourth Sons; Remainder to eldest Daughter. Remainder to himself in Fee. Leafhold Estate to a second Son. Copyhold to the same. 2000 l. to the same. Books to the same. Third and fourth Sons. Eldest Daughter. Jewels, &c. Clear Annuity of 160 l. per Ann. to second Daughter to be paid into her own Hands. Power for second Daughter to give by Will 200 l.

The Remainder to my second Son *W. P. W.* for his Life; *The Remainder* to the said *P. L.* and *W. D.* and their Heirs, during the Life of my said Son *W. P. W.* in Trust to preserve the Contingent Remainders herein after limited, with the Remainder to the first and every other Son and Sons of my said Son *W. P. W.* successively in Tail Male; and in Default of such Issue, *The Remainder* to my third Son *F. W. &c.* (as before); *The Remainder* to my fourth Son *G. J. W. &c.* (as before); And in Default of such Issue, *Remainder* to my dearest and eldest Daughter *A. W.* and the Heirs Male of her Body; *The Remainder* to my own right Heirs. *Item*, I give and bequeath to my said eldest Son *H. W.* 100 l. to be paid to him within one Month after my Death for his present Supply; And also I give him my said Son *H.* all the Rents of my said Manors, Hereditaments and Premises in the said County of *M.* which shall be due and owing at my Death. *Item*, as to my Messuages, Lands, Tenements and Hereditaments, situate, lying and being in *H.* and in the Parishes of *B.* and *A.* in the said County of *H.* and at or near *C.* in the County of *E.* (I having lately enfranchised such of my Lands at *C.* aforesaid, which were formerly Copyhold) I give and devise the same to my said second Son *W. P. W.* for his Life; *With Remainder* to the said *P. L.* and *W. D.* and their Heirs, during the Life of my said Son *W. P. W.* in Trust to preserve the contingent Remainders herein after limited, *With Remainder* to the first and every other Son and Sons of my said Son *W. P. W.* successively in Tail Male; and in Default of such Issue, *The Remainder* to my third Son *F. &c.* (as before); *The Remainder* to my fourth Son *G. J. W. &c.* (as before); *The Remainder* to my said eldest Son *H. W.* (as before) &c. and in Default of such Issue, *Remainder* to my said Daughter *A. W.* and the Heirs Male of her Body; *The Remainder* to my own right Heirs. *Item*, as to my House in — the same being a Leasehold Estate, I give and bequeath the same to my said second Son *W. P. W.* his Executors, Administrators and Assigns, for and during the Residue of the Term which I have therein. *Item*, I give unto my said second Son *W. P. W.* the Sum of 100 l. to be paid within one Month after my Death for his present Supply; and I also give him my said Son *W. P. W.* all the Rents of the said Messuages, Hereditaments and Premises in the said Counties of *H.* and *E.* and *L.* which shall be due and owing at my death. *Item*, I give to my said Son *W. P. W.* the sum of 2000 l. payable to him within 12 Months after my Death, together with Interest for the same in the mean Time, by equal half-yearly Payments, to be computed from my Death after the Rate of 4 l. per Cent. per Ann. *Item*, I give unto my Daughter *A. W.* all my Divinity Books, and I give unto my said Son *W. P. W.* all the Residue of my Books and Manuscripts. *Item* I give unto my third Son *F. W.* the Sum of 3000 l. payable to him at his Age of 25 Years, together with Interest for the same in the mean Time, by equal half-yearly Payments, to be computed from my Death after the several Rates following, viz. Until his Age of 21 Years, after the Rate of 3 per Cent. per Ann. and after his Attaining his Age of 21 Years, then after the Rate of 4 l. per Cent. per Ann. until his said Legacy shall become payable. *Item*, I give to my said fourth Son *G. J. W.* the Sum of 3000 l. payable to him at his Age of 25 Years, together with Interest for the same in the mean Time by equal half-yearly Payments, to be computed from my Death, after the several Rates following; until his Age of 14 Years, after the Rate of 2 l. per Cent. per Ann. and after his Attaining his Age of 14 Years, then after the Rate of 2 l. 13 s. 4 d. per Cent. per Ann. until he shall attain the Age of 21 Years; and after his Attaining the Age of 21 Years, then after the Rate of 4 l. per Cent. per Ann. until his said Legacy shall become payable. *Item*, I give to my said eldest Daughter *A. W.* the Sum of 5000 l. to be paid her within one Year after my Death, or on the Day of Marriage, which shall first happen, together with Interest for the same in the mean Time by equal half-yearly Payments, to be computed from my Death after the Rate of 4 l. per Cent. per Ann. and I also give to my said Daughter *A.* 100 l. to be paid to her within a Fortnight after my Decease for her present Supply; and I give to my said Daughter *A.* all the Jewels in her Possession that were her dear Mother's, and also her dear Mother's and my own Pictures, and her Mother's Cabinet. *Item*, I will and direct that my Executors herein after mentioned shall pay into the proper Hands of *E.* my second Daughter, at her Age of 21 Years, if she shall so long live, 160 l. per Ann. during her Life, free from all Parliamentary and other Taxes and to be charged upon my Bank Stock, and all the Surplus or Residue of my Personal Estate, payable quarterly at the four most usual Feasts in the Year, &c. by even and equal Proportions; the said yearly Sum of 160 l. to be paid by my Executors to my said Daughter *E.*'s own Hands for her separate Use, and not into the Hands of any Assignee, nor of any Husband that she shall marry, nor to the Hands of any Creditor with whom she may at any Time hereafter contract any Debt; my Intention being, that the said Annuity of 160 l. shall be for her personal and separate Benefit, and for her certain Maintenance in all Events, and not to be in her Power to sell, assign, or any ways to dispose of or incumber the same; I also give to my said Daughter *E.* full Power and Authority by her Will in Writing to dispose of the Sum of 200 l. charged and chargeable out of the Surplus or Residue of my Personal Estate, in such Manner as she shall by her Will think fit and direct, so as the same Sum of 200 l. be by her by such her said Will disposed of to her Brothers or Sisters, Nephews or Nieces, or some or one of them; and I charge the said Residue of my said Estate with

with the Payment thereof. **Item**, I give my third Daughter *M. W.* the Sum of 4000*l.* payable at her Age of 25 Years, or Day of Marriage, which shall first happen, if she shall so long live *Provided* such her Marriage, if before her Age of 25 Years, be with the Consent of my said Executors herein after named, or any two of them, if then living; **And** my Will and Meaning is, that in the mean Time, and until the Portion by me given to my said Daughter *M.* shall become payable, and until my said Daughter *E.* shall attain her said Age of 21 Years, whereby she will be intitled to the said 160*l. per Ann.* my said two Daughters *E.* and *M.* shall respectively have such yearly Allowances out of my Estate, as my Executors herein after named, or the Survivors or Survivor of them shall think fitting, so as the Allowance to my said Daughter *M.* shall not exceed the Interest of her Portion after the Rate of 4*l. per Cent. per Ann.* and so as the Allowance to my said Daughter *E.* shall not exceed 100*l. per Ann.* **And** my Will and Mind is, that in case any of my Children, Sons or Daughters (excepting only my said eldest Daughter) shall die without lawful Issue and unmarried before his, her or their Portion or Portions in Monies hereby respectively given them shall become payable according to the Intent of this my Will; **That then** the respective Legacies or Portions of him, her, or them so dying, shall be void, and fall into the Surplus and Residue of my Estate herein after mentioned, and to be laid out and vested in a Purchase, in Manner as herein after is mentioned. **Also** my Intention is, that the Provision hereby made for my Children respectively, is and shall be taken to be in Satisfaction of any Claim they can make by my Marriage Articles, or any Indorsement made or to be made thereupon. **Also** I give to the said *P. L. W. D.* and my said Son *W. P. W.* their Executors, Administrators and Assigns, all my Personal Estate of what Nature soever not before disposed of, **In Trust** in the first Place to pay all my Debts, Legacies and Funeral Expences; and I will that the Residue and Surplus, after the Charges of the Trust deducted, shall be laid out and invested in the Purchase or Purchases of Lands, Tenements and Hereditaments in Fee-simple, and in the mean Time to be improved for the Increase of a Fund to be so laid out as aforesaid; and such Purchase or Purchases when made, *I will* the Premises purchased shall be subject to all the Legacies and Annuities hereby given, and shall be settled in Manner following, *viz.* **One** full Moiety or Half-Part thereof to be settled on my said eldest Son *H. W.* for Life, with such and the same Remainders over as I have herein before devised and limited my said Manor of *N.* and the other full Moiety or Half-Part thereof to be settled on my said second Son *W. P. W.* for Life, with such and the same Remainders over as I have herein before devised and limited my said Messuages, Land, and Hereditaments in *H.* aforesaid; and I will that Trustees shall be appointed in the said intended Settlements, to preserve the Contingent Remainders thereby respectively to be limited; **And** I will that my said several Sons respectively, when in Possession of my said Manors, Messuages, Lands, Tenements and Hereditaments by Virtue of this my Will, and also when in Possession of the Lands, Tenements and Hereditaments to be purchased and settled as aforesaid, shall be enabled *(to make Jointures and Leases)*: **Provided** always, that in Case my said eldest Son *H. W.* shall at any Time after my Decease claim any Benefit or Advantage by Virtue of my said Marriage Articles, or any Thing therein contained; that then and in such Case, all the Legacies and Devises hereby made unto or in Trust for the said *H. W.* shall cease and be void; and I *Do* will and devise that in such Case the respective Premises shall be enjoyed by my said second Son *W. P. W.* or in case of his Death, by his Issue Male, or in Default thereof, by the next Person in Remainder as aforesaid, in the same Manner, as if my said Son *H. W.* were dead without Issue Male of his Body, &c.

Third Daughter's Portion.

The Share of the Child or Children dying to be invested in a Purchase.

Devise to Trustees.

Trusts, declared.

One Moiety to the eldest Son.

The other to the second Son.

The eldest Son not to claim any Advantage under Marriage Articles, &c.

The Will of G. D. Esq; wherein is contained a great Variety of Devises of Fee-Farm Rents, Lands, &c. with Remainders over, specifick Portions to his Children and other Legacies, some to charitable Uses.

I Appoints, I do hereby give and bequeath unto my Son *R. D.* all and singular those annual and Fee-Farm Rents, and other Rents, Pensions, and yearly Payments and Sums of Money arising or growing out of, or for any Manors, Lands, Tenements or Hereditaments, or otherwise in the several Counties of *L. C.* and *W.* or in either or any of them, as well in Possession as in Reversion whereof I am seised or interested in, or whereof any Person or Persons stand seised or interested *In Trust* for me, and also all annual or Fee-Farm Rents, Pensions or yearly Payments arising and growing due or payable out of, or for any Manors, Lands, Tenements or Hereditaments, or otherwise in the County of *Y.* which I now have, or any others have in Trust for me, whether in present Possession or Reversion expectant of the Death of, &c. **To have**, **hold** and receive, perceive and enjoy unto my said Son *R.* and the Heirs of his Body lawfully to be begotten; and for Default of such Issue, unto my Son *G. D.* and the Heirs of his Body lawfully to be begotten; and for Default of such Issue, unto my Son *Sir R. D. Knt.* and the Heirs of his Body lawfully to be begotten; and for Default of such Issue, to the right Heirs of me the said *G. D.* the Testator for ever. **Item**, I do hereby give and bequeath unto my said Son *G. D.* all and singular those annual and Fee-Farm Rents, and other Rents, Pensions and yearly

Gives to his Son *R. D.* all his Fee-Farm Rents.

Habendum to him and the Heirs of his Body; Remainder to his Son *G. D.* and the Heirs of his Body, &c. for ever.

Gives his Fee- Farm Rents in S. to his Son G. D. and the Heirs of his Body, after the Death of his Wife, for Life for her Dower and Jointure, Remainder to his Son R. D. &c.

Gives to his Wife the Manors and Lands purchased of Sir T. H. for Life, in full for Dower and Jointure, &c.

Remainder to his Son G. D. and the Heirs of his Body, &c.

Debts and Funeral Charges to be paid out of his Personal Estate.

Gives to his Wife all her Rings, Jewels, &c. and 1000*l.* immediately after his decease.

To his Son Sir R. D. 1000*l.* and to his Son R. D. 1600*l.*

To his Son G. D. 21000*l.* at the Age of 21 Years.

If either of his Sons R. and G. die, such Share to go to the Survivor, &c.

To his Daughter A. D. 14000*l.* at 21 Years or Marriage, &c.

If she die, &c. her share to go amongst his Surviving Children.

To his Grandson R. H. 200*l.*

To his Granddaughter E. H. 500*l.*

If either of them die before payable, such Money to go to survivor.

yearly Payments and Sums arising and growing due or payable out of any Manors, Lands, Tenements or Hereditaments, or otherwise within the County of S. whereof I am seised or interested in, or whereof any other Person or Persons stands seised or interested in Trust for me; *To hold, receive, perceive and enjoy*, unto my said Son G. D. and the Heirs of his Body to be lawfully begotten, from and immediately after the Death of my dearly beloved Wife M. D. unto whom I do hereby give and bequeath my said Fee-Farm Rents in S. *To hold, receive and enjoy* unto my said Wife, for and during her natural Life, in part of her Dower and Jointure; and in Default of Issue of my said Son G. I will my said Rents in S. unto my said Son R. D. and the Heirs of his Body lawfully to be begotten; and for Default of such Issue unto the right Heirs of me the said G. D. the Testator for ever. *Item*, I give unto my said dearly beloved Wife M. D. all those Manors, Lands Tenements and Hereditaments lately purchased of my Son in Law Sir T. H. lying and being in the Counties of S. and E. *To have and to hold* unto my said Wife, for and during her natural Life, in lieu and full Satisfaction of her Dower, Thirds and Jointure; *Upon Condition* nevertheless, that within Six Months after my Decease, she by good and sufficient Release in the Law, does acquit and discharge all her Right, Title and Interest, Thirds, Dower and Title of Dower, of, in, and to all and every the Manors, Messuages, Lands, Tenements, Rents and Hereditaments, whereof I am or have been seised of any Estate whereof she may be endowed; *And* from and after the Decease of my said Wife, *I give* the said Estate in S. and E. unto my said Son G. D. and to the Heirs of his Body to be lawfully begotten; and for Default of such Issue, unto my said Son Sir R. D. and to the Heirs of his Body; and for Default of such Issue unto my said Son Sir R. D. and the Heirs of his Body; and for Default of such Issue unto the right Heirs of me the said G. D. the Testator for ever. *And* I do hereby direct and appoint, that the respective Trustees of my real Estate, and their Heirs, do convey and execute Estates of all and singular the Premises, according to this my Will. *Item*, I will that all my Debts that I shall justly owe at the Time of my Decease, and my Funeral Expences, shall be paid, satisfied and discharged out of my Personal Estate. *Item*, I give unto my said dear and loving Wife, all her Rings, Jewels and Paraphernalia, and the Lease of my House at H. and all my Household-Goods and Plate therein, and also my Coach and Horses, Furniture, and Stock of Hay in the Yard; and as a further Token of my dear Affection to my said Wife, I give her the Sum of 1000*l.* to be paid unto her immediately after my Decease. *Item*, I give unto my said Son Sir R. D. whom I have already preferred and advanced in Marriage, as a further Token of my Love, the Sum of 1000*l.* to be paid unto him immediately after my Decease. *Item*, I give unto my said Son R. D. the Sum of 16000*l.* to be paid unto him at the Age of 21 Years, together with the Interest and Proceed which shall be made thereof in the mean Time. *Item*, I give and bequeath unto my said Son G. D. the Sum of, 21,000*l.* of &c. to be paid unto him at the Age of 21 Years, together with the Interest and Proceed thereof that shall be made thereof in the mean Time. *And* my Will and Meaning is, that if either of my two Sons R. and G. and shall die before they shall attain their respective Ages of 21 Years, that the Sum and Sums of Money hereby given unto such Son so dying, shall be and go unto the Survivors and Survivor of my said three Sons and two Daughters equally. *Item*, I do hereby give and bequeath unto my Daughter A. D. the Sum of 14000*l.* to be paid unto her at the Age of 21 Years, or Day of Marriage (with the Consent and good Liking of my said Wife, her Mother, and my Executors herein after named) which shall first happen, together with the Interest and Proceed thereof, which shall be made in the mean Time; and in case my said Daughter A. shall happen to die before she shall attain such Age or be married as aforesaid; *Then I will* that the said Sum of Money hereby given to my said Daughter, shall be and go, and I do hereby devise the same unto and amongst all my surviving Children, Share and Share alike. *Item*, I do give and bequeath unto my Grandson R. H. Esq; the Sum of 200*l.* to be paid into the Hands of his Father Sir T. H. for his Use, immediately after my Decease, the said Sir T. H. giving his Bond to my Executors for Payment thereof with Interest, unto the said R. H. when he shall attain his Age of 21 Years; *I Do* also give unto my Granddaughter E. H. the sum of 500*l.* to be paid unto the said Sir T. H. her Father for her Use, immediately after my Decease, he giving Security as aforesaid for Repayment thereof, with Interest, to her at her Age of 21 Years or Day of her Marriage, which shall first happen; *And in case* either of my said Grandchildren shall die before the respective Sums aforesaid shall be payable, I will that the Legacy or Sum of him or her so dying shall be paid unto the Survivor of them, and unto such other Child or Children as the said Sir R. H. shall then have by my Daughter, equally. *Item*, I do hereby give unto my said Son in Law Sir T. H. and to my loving Daughter, the Lady E. his Wife, the Sum of 40*l.* to buy them Mourning, &c. (and bequeaths a great many pecuniary Legacies to Relations, &c.) *And* I do hereby declare my Will and Mind to be, that in case, after my just Debts and Funeral Expences paid and discharged, my Personal Estate shall fall short or not to be sufficient for Payment of the several Sums and Legacies hereby given or bequeathed, that what shall fall short shall be proportionably abated out of each Legacy or Sum hereby given or bequeathed. *Item*, I give unto the Poor of

of that Part of the Parish of St. G. without C. in the County of M. that lies within the Lordship, To his Son in the Sum of 30*l.* to be paid unto the Curchwardens and Overseers of the Poor of the said Law and Lordship, within 12 Months next after my Decease, to be kept as a Stock for the Poor's Wife 40*l.* for Use, and to be yearly laid out in the Summer Season in Sea Coals, to be sold in the Win Mourning. If a Deficien- ter Season to the poorest of the Inhabitants of the said Lordship, as near the Rate and Prices cy to pay Le- they first cost, so as by the Charges expended the Stock be not diminished; and I do hereby gacies, each desire the said Curchwardens and Overseers for the Time being of the said Lordship, to meet Legatee to in the Winter Season as often as may be convenient, and so to apportion the said Sea-Coals in abate propor- tionably. their Discretions, that every of the poorest Inhabitants of the said Lordship may have a conve- A Charity nient Part and Share thereof. **And I do** hereby make, nominate and appoint my loving Son Sir R. D. my loving Cousin Mr. S. D. (Son of my Brother F. D.) and my loving Brother Mr. Executors for Coals. **And I do** hereby devise, will and appoint, that my loving Wife Mrs. M. named. **And I do** hereby give and bequeath unto each of them the said S. D. *Item*, I do hereby direct and appoint that my loving Friend J. V. do keep the Accounts of Tuition and Guardianship. **And I do** hereby give and bequeath unto each of them the said S. D. *Item*, I do hereby direct and appoint that my loving Friend J. V. do keep the Accounts of all my Estate, and of all Receipts and Payments relating thereunto, and be Assistant unto my Executors afore said in and about the same; **And I will** that my said Executors do allow unto His Salary. the said Mr. V. out of my Estate, the yearly Sum of 20*l.* by equal quarterly Payments, during the first two Years next after my Decease, and from thence until my said Son R. shall attain to the Age of 21 Years, the Sum of 15*l.* per Ann. by like Payments, and from thence until my said Son G. shall attain the Age of 21 Years, the Sum of 10*l.* per Ann. by like Payments. A Debt re- **Item**, I will that out of the Debt which is due to me by my Cousin J. D. there shall be paid leasd. unto each of his Sons now living, the Sum of 100*l.* a-piece, and the Rest and Residue of the said Debt, from and after Payment of the said Sum, I do hereby release, acquit and discharge my said Cousin J. D. his Executors and Administrators thereof and therefrom. **Item**, I give Legacy to *Christ's Hospital London*, for the Use of the said Hospital, the Sum of 100*l.* to be paid in 12 Months next after my Decease. **Item**, all the Rest, Residue and Remainder of my Personal As to the Residuum. Estate not herein before disposed, my Debts and Legacies and Funeral Expences being first paid and discharged, I give unto my said loving Wife, and all my said Children, the Survivors and Survivor of them, equally to be divided amongst them, Share and Share alike.

A Nuncupative Will.

T. B. his Will by Word of Mouth made and declared by him on the — Day of — in the Presence of us who hereunto subscribed our Names as Witnesses hereto. **My Will is that, &c. (recite the very Words).**

Another Nuncupative Will.

Memorandum, that on or about the first Day of — in the Year our Lord, &c. *M. F.* of, &c. Spinster, being sick of the Sickness whereof she died, on or about the tenth Day following, did [*here name the Place where she had been for the Recovery of her Health above two Months before*] make and declare her last Will and Testament nuncupative in these or the like Words following; **I** give unto, &c. (*here name the Legacies and Bequests*); the Residue of my Estate, &c. I give unto *A. B.* of, &c. and I do make her my Executrix. **These Words** or to the like in Effect, the said deceased declared in the Presence of the Witnesses whose Name are hereunto subscribed, with an Intention that the same should stand for and be her last Will and Testament, and she the said *M. F.* bid the Witnesses, or some of them, bear Witness thereunto.

Conclusion of Wills.

(*AFTER naming the Executors, and revoking all former Wills, &c.*) **I**n Witness whereof I the said *A. B.* have to this my last Will and Testament, contained in six Skins of Parchment fixed together at the Top and sealed with my own Coat of Arms, and to the last Skin have set my Hand and Seal, and to every other Skin thereof my Hand only, declaring it to be my last Will and Testament, the Day and Year first above written, (*if dated in the Preamble.*)

Another Conclusion.

In Witness whereof I *A. B.* the Testator, have to this my Will, consisting of four Sheets of Paper, set my Hand and Seal at the Bottom of every Sheet this — Day of — in the Year, &c.

Attestation of Wills.

Signed, sealed, published and declared by the above named *A. B.* as and for his last Will and Testament in the Presence of us, who at his Request and in his Presence have subscribed our Names as Witnesses thereunto, (*if a Duplicate is executed at the same Time, say*) as we have likewise done to a Duplicate of the above written Will at the same Time.

Another Attestation.

Signed, sealed, published and declared by *A. B.* the above named Testator, as and for his last Will and Testament in the Presence of us, who at his Request, in his Presence and in the Presence of each other, have subscribed our Names as Witnesses thereto.

T A B L E

T O T H E

T H I R D V O L U M E.

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